

CARDIFF SCHOOL DISTRICT  
1888 Montgomery Avenue  
Cardiff-by-the-Sea, California

**SPECIAL MEETING OF THE GOVERNING BOARD  
AGENDA  
Wednesday, March 17, 2021 • 9:00AM • PUBLIC MEETING**

*The Governor of California has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference/video calls while still satisfying state transparency requirements.*

**TO ACCESS THE MARCH 17, 2021 GOVERNING BOARD OF TRUSTEES SPECIAL MEETING:**

*The public's health and well-being are the top priority for the Cardiff School District Governing Board of Trustees and you are urged to take all appropriate health and safety precautions. As such, the March 17, 2021, Special Meeting of the Governing Board of Trustees will be available through telephonic/video means.*

*Please click the link below to join the webinar:*

<https://zoom.us/j/94053016270?pwd=d3hLYUdLcXFKVEx2Rnh2R0Z0ZWNNdz09>

Passcode: 969501

Or iPhone one-tap :

US: +16699009128,,94053016270#,,,,\*969501# or +12532158782,,94053016270#,,,,\*969501#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 940 5301 6270

Passcode: 969501

International numbers available: <https://zoom.us/u/ad3fCy6lo8>

**TO ADDRESS THE GOVERNING BOARD REGARDING AN ITEM ON THE AGENDA:**

*Persons wishing to address the Board concerning items on the agenda are invited to do so when the item is addressed at the meeting. Please complete and submit the Request to Provide Public Input Form (see link below). When the Board President invites you to speak, the moderator will unmute your device. Please state your name for the record. In the interest of time and order, each speaker is allotted a maximum of three (3) minutes. When your speaking time expires you will be prompted with a 15-second warning, after which the moderator will mute your device. The [Request to Provide Public Input Form](#) will be available one hour prior to the meeting, beginning at 8:00am, Wednesday, March 17, 2021, in order to give the public an opportunity to complete a request to speak. If you are unable to access the live link to the form at 8:00am on March 17, please email Emily Horta at: [emily.horta@cardiffschools.com](mailto:emily.horta@cardiffschools.com)*

*If reasonable accommodations are needed to access the meeting based on disability or other reasons, please contact [emily.horta@cardiffschools.com](mailto:emily.horta@cardiffschools.com) or 760-632-5890 x101 at least twelve (12) hours in advance of the meeting to make arrangements for such reasonable accommodations. In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board meeting are*

available for inspection upon request at the Cardiff School District, 1888 Montgomery Avenue, Cardiff or on our [website](#).

**The business to be transacted at the meeting shall be limited to the following:**

I. ORGANIZATIONAL ITEMS

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
  - Ms. Siena Randall, President
  - Mr. David Ross, Clerk
  - Ms. Nancy Orr, Member
  - Mr. Dave Clark, Member
  - Mr. Mark Whitehouse, Member
  - Ms. Jill Vinson, Superintendent
- D. Approve Agenda for March 17, 2021  
*All items are action unless labeled information*

II. HEARING SESSION

- A. Public Comments  
*At a special meeting, only items listed on the agenda may be addressed in public comment. [GC 54954.3 (a)] The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments, however, in accordance with the Brown Act, Board members may not respond to comments during the public comment portion of the agenda. Any member of the public who wishes to address the Board on an item on the agenda or on another topic which lies within the Governing Board's jurisdiction may do so, but must submit a written request. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda.*

III. GENERAL FUNCTIONS

- A. Approval of the [Third Memorandum of Understanding \(MOU\) for the 2020-21 Continued Reopening of Schools in a COVID-19 Environment, between the Cardiff Elementary Teachers' Association \(CETA\) and the Cardiff School District](#)

IV. ADJOURNMENT OF MEETING

**THIRD MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CARDIFF SCHOOL DISTRICT  
AND THE  
CARDIFF ELEMENTARY TEACHERS ASSOCIATION  
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS  
FOR THE 2020-21 SCHOOL YEAR  
FOR A RETURN TO FULL CLASSROOMS**

**MARCH 17, 2021**

The Cardiff School District (“District”) and the Cardiff Elementary Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Third Memorandum of Understanding (“MOU”) regarding the impacts and effects of related to the coronavirus (“COVID-19”) pandemic, and the continued reopening of schools for the 2020-2021 school year.

This document has been created in conjunction with the two MOUs that were approved on August 18, 2020 and September 11, 2020. Upon a return to distance learning, we will follow the MOU dated August 18, 2020. Upon a return to hybrid, we will follow the MOU dated September 11, 2020. It is understood that the District will follow the mandates set forth by CDPH as well as local guidelines regarding COVID-19, and such guidelines may be subject to change. The District will notify all members of changes in a timely manner. The District COVID-19 protocols and guidelines have been established in conformance with the COVID-19 Safety Plan and supporting documentation and COVID-19 Prevention Plan and are supported by this MOU.

The Parties agree to the following:

**1.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

- a. The District and Association agree to meet and confer monthly during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns. The Parties shall each select two (2) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.
- b. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed, to the extent not already addressed in this MOU or the Collective Bargaining Agreement.

## **DEFINITIONS**

“Common Equipment” – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, lunch tables, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

“Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, specialty teachers’ classrooms, special education and intervention spaces, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

“Face Coverings” – face coverings as recommended and defined by CDPH guidance.

“Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)

“Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes: masks, face shields (must be worn with mask or drape), plastic barriers, and gloves.

“Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people and reducing the number of different people with whom a person interacts, as recommended by state and local health officials.

“Plastic Desk Barriers”- a freestanding plastic device designed to put between individuals as a means of providing additional protection.

“Workspace” – any location where a unit member can reasonably be expected to be required to perform assigned duties.

### **2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)**

- a. The District shall provide PPE to all unit members upon request. Unit members should know what PPE is guaranteed to them and the protocols to receiving their PPE. Masks, face shields and gloves may be obtained from the front office. Individual plastic desk barriers are provided for teachers and students upon request.

### **3.0 FACE COVERING REQUIREMENTS / MASKS**

- a. The District will follow CDPH and local guidelines with regard to face

coverings. In accordance with such guidelines, the District shall require the use of face coverings for all staff, students, administrators, and any visitors on campus over two years of age. Face coverings are required to be worn properly (covering mouth and nose) by individuals on a school campus when indoors. Face coverings may be removed outdoors only when eating or drinking. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

- b. No bandanas will be worn by either staff or students as a face covering.

#### **4.0 HAND WASHING REQUIREMENTS**

- a. All individuals shall be required to wash their hands or use medically effective (60% or greater alcohol content) hand sanitizer upon entering District sites and every time a classroom or shared workspace is entered.
- b. The District shall comply with the following hand washing requirements:
  - i. Every room with a functioning sink shall be stocked with soap, paper towels, and medically effective hand sanitizer.
  - ii. Every classroom shall be provided medically effective hand sanitizer.
  - iii. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
  - iv. Medically effective hand sanitizer shall be provided for classrooms/workspaces that do not have a functioning sink.
  - v. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and promptly restocked as needed and prior to the beginning of each day that staff or students are on campus.
  - vi. Hand sanitizing stations in lunch and restroom areas will be provided and kept stocked.

#### **5.0 PHYSICAL DISTANCING**

- a. Per CDPH guidelines, the District shall provide for the following physical distancing: Distance student chairs at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made. Under no circumstances shall distance between student chairs be less than 4 feet. The District shall ensure physical distancing of six (6) feet between all educator and student workspaces, between employees, and between all employee workspaces. We will continue to follow CDPH guidelines related to physical distancing.
- b. Staff shall maintain physical distance requirements and wear face coverings or a face shield with a drape in all common workspaces.

- c. All common spaces shall be verified and re-marked as needed to maintain the physical distancing requirement prior to the start of the next phase of in-person learning.
- d. Physical distancing requirements shall be maintained between students, between staff and students, and between all staff during designated lunch periods, where applicable. No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring between staff and students.
- e. Members are allowed “short term exposure” with students and can come within-less than a six foot distance, as long as the exposure is “minimized” and face coverings are worn.
- f. Space for staff to have lunch outside of the classroom will be available.
- g. Space will be provided as practicable for specialty classes to take place outside of the classroom.

## **6.0 SCHOOL AND CAMPUS INGRESS AND EGRESS POINTS**

- a. Ingress and egress points will be determined for staff and students when coming to school, for in-person learning. “Points” will also include how kids enter the school, as well as the building.
- b. School sites may designate staggered start and end times for grade levels, but any staggered start or end times shall not create longer work days for unit members.

## **7.0 BREAK TIMES AND SCHEDULES**

- a. A bell schedule (Addendum A) has been agreed upon in agreement with this MOU. A finalized master schedule (Addendum B) will be provided by March 26, 2021. The instructional minutes will be as follows: Ada Harris (M/T/Th/F 315 minutes) (Wednesday 205 minutes) (Cardiff M/T/Th/F 310 minutes) (Wednesday 200 minutes) As with all negotiated provisions of this MOU, this schedule will sunset on June 30, 2021.
- b. Student break times, when scheduled, shall be designed to maintain physical distance requirements, maintain student group stability, and be staggered to minimize the number of different people with whom staff and students interact. A copy of the playground schedule including identification of spaces, will be provided before a full return to campus. (Addendum C)

- c. Unit members will have a daily 30 minute duty-free lunch in conjunction with a midmorning duty-free recess break. As with all negotiated provisions of this MOU, the change to a 30 minute lunch will sunset on June 30, 2021.
- d. The five day work week Monday - Friday will include 5 days of in-person instruction. Asynchronous instruction will not be provided by unit members who are teaching in person in this model, except in the case of a necessary quarantine.

## **8.0 STAFF MEETINGS AND GATHERINGS**

- a. All District employees are essential workers who may be required to participate in meetings as a function of their duties. District administration will determine the format of District and school site meetings (i.e. virtual or in-person) that require employee attendance (e.g., staff meetings, professional development meetings, back-to-school night, etc.). If employee meetings are scheduled, a virtual attendance option will be made available. All mandatory health requirements will be followed for those physically in attendance. For other meetings that require the attendance of non-employees, such as 504s, IEPs, SSTs, and parent-teacher conferences, all employees participating in meetings can participate virtually or in person, unless the law requires that the meeting occur in-person.
- b. Open House will not be held for the 2020-21 school year.

## **9.0 STABLE STUDENT GROUPS**

- a. The Parties affirm that stable student groups are intended and designed to provide stable groupings of students with an assigned primary teacher, and systems are in place at the school site to prevent the mixing of classroom groups as practicable. Classroom aides, other staff, and other unit members coming into classrooms with students present will be limited as practicable.
- b. Regular classroom teachers shall only interact in-person with students from their assigned stable student group, as practicable, in order to minimize their potential exposure to COVID-19.
- c. When a member has more than one stable group within their instructional space, a minimum of 10 minutes will be provided between classes (Addendum B) in order for the member to ensure the health and safety of the group. Specific protocols for cleaning between classes will be shared in advance of return to full classrooms with specialists and any staff working with multiple groups of students in one day.

## **10.0 DAILY DISINFECTING AND CLEANING**

- a. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily by trained custodial personnel, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using EPA-approved disinfectant, as recommended by federal, state, and/or local health officials. An electrostatic sprayer will be used nightly in all aforementioned spaces.
- b. Daily midday disinfecting of common, high use spaces such as staff and student restrooms and workroom shall be completed, with sufficient time for disinfectant to dissipate prior to the space being occupied by staff and students. Signs/barriers will be present when space has been sprayed and removed when it is safe to re-enter.

## **11.0 AIR VENTILATION AND FILTRATION**

- a. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air as allowed by the HVAC systems currently in place.
- b. HVAC air filters shall be changed at the recommended intervals.
- c. HEPA air purifiers are provided for all instructional spaces and shall be used daily.

## **12.0 HEALTH SCREENING, CONTACT TRACING, TESTING AND NOTIFICATION**

- a. The District shall ensure that all students, employees, and essential visitors are screened and checked daily for symptoms associated with COVID-19 infection prior to entering the school campus, as recommended by state and local guidelines, including temperature checks for adults. A briefing will be conducted on the current protocols with anyone visiting campus.
- b. Health screening, testing, notification, and quarantine protocols and procedures were created prior to in-person learning occurring. All unit members, parents, students and staff were provided instruction on these protocols and procedures as appropriate.
- c. Unit members are required to conduct a self wellness screening, including temperature checks.
- d. In responding to a COVID-19 positive case, the District will comply with all guidelines in the CDPH document, COVID-19 and Reopening In-Person

Learning Framework for K-12 Schools in California, 2020-2021 School Year. These documents have been refined since reopening and presently follow the COVID-19 Safety Plan and supporting documentation and COVID-19 Prevention Plan, in addition to continually updated CDPH mandates.

- e. The District shall follow the county's [COVID-19 Symptom Decision Tree](#) protocols, which include guidance for fully-vaccinated and/or COVID-19-recovered individuals regarding symptom onset and quarantining guidelines.
- f. The District shall notify the Association President of the location(s) where an infected individual was present on the school campus during the suspected incubation/active infection period. This notification will preserve confidentiality required by state and federal laws.
- g. All bargaining unit members shall be periodically tested by a healthcare professional as mandated by Cal OSHA. Cal OSHA information will be provided to unit members, included as Addendum D. Unit members will be provided the opportunity for COVID-19 testing at no charge at least once every two months, and at any time a staff member is required to be sent home due to quarantine or symptoms consistent with COVID-19.

### **13.0 PAY AND BENEFITS**

- a. While working under any model for school opening or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. Bargaining unit members who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA if the duties can and are performed.
- b. In lieu of the eligible committee stipends referenced in the CBA, for the 2020-21 school year a \$300 stipend will be paid to all unit members as compensation for the additional professional investment of time to create and digitize content for virtual learning during the pandemic. As with all negotiated provisions of this MOU, this assurance will sunset on June 30, 2021.

### **14.0 COVID-19 EXPOSURE AND STABLE STUDENT GROUP/SCHOOL SITE CLOSURE**

- a. Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- b. If a staff member, administrator, or student tests positive for COVID-19, the stable student group and any other close contacts that have been exposed will immediately be notified and may be placed on a fourteen (14) day

quarantine at the direction of Public Health.

- c. During a period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students in the stable student group will continue to have the services of any classified personnel assigned to the group, and the bargaining unit member, if medically able to do so, shall continue to provide services to the group during distance learning.

## **15.0 SCHEDULING AND SUPPORT**

- a. To address safety and health concerns arising out of the current COVID pandemic, all COVID-19 safety protocols, plans, and mitigation measures will be adhered to as AM/PM cohorts are merged into stable student groups in an on-campus, five-day per week, 7.5 hour teacher workday. (The bell schedule can be seen within Addendum A.)
- b. If there is a need to return to a full distance learning model as a school site or district, two instructional days will be provided to plan for this return. If there is a need to return to a hybrid schedule, one instructional day will be provided to plan for this return. Each member will provide a daily synchronous morning meeting and asynchronous academic content for students.
- c. As we make the transition to full classrooms, two instructional days will be provided immediately ahead of the transition in order to plan for the return of students. Each member who teaches in a self contained or virtual classroom (CVA) will provide a daily synchronous morning meeting and asynchronous academic content for students. Specialty classes, special education and intervention groups will not be required.
- d. In the event that a classroom instructional aide or classified specialist has been asked to quarantine or notify the school office in advance that s/he is unable to report to her/his assigned duties, the District will provide appropriate duty-free recess and lunch break coverage. (Addendum B)
- e. If no one is available to cover a specialty class, or duty free break time, and if the speciality class cannot be rescheduled, the classroom teacher will be compensated at the teacher hourly rate for a minimum of one hour. As with all negotiated provisions of this MOU, this assurance will sunset on June 30, 2021.
- f. Staffing for student supervision will be in place for at least two working days prior to the transition to a return to full classrooms.
- g. A class will not include more than five grade levels.

- h. Appropriate accommodations will be made in the event of a significant increase in CVA enrollment.
- i. Guidance and physical support for teachers will be provided, upon request, to set up a classroom to maintain the 4 foot distance requirement.
- j. The date of full return will not be before April 14, 2021.

## **16.0 LEAVES, ACCOMMODATION AND SUPPORT**

- a. Though the Federal FFCRA leave has sunsetted, pending a reauthorization, the District will continue to extend the time allocated as "District COVID Leave". This leave consists of 10 days paid leave retroactive to 4-1-2020, will be eligible only for COVID- 19 emergency paid sick leave and for those who are unable to work remotely during a required quarantining due to exposure.
- b. In the event a bargaining unit member is unable to return to in-person instruction because he/she is at high risk for illness or infection associated with COVID-19, and the member is a qualifying individual with a disability under the Americans with Disabilities Act (“ADA”), the Parties acknowledge that the interactive accommodation process under the ADA may be required to determine reasonable accommodations to allow the member to perform the essential functions of his/her position. The District will, upon request, respond within five days to any unit member whose health condition is a disability, to set up a meeting to discuss what reasonable accommodations would allow the unit member to safely and effectively perform their essential duties, or whether a leave of absence is required as an accommodation.
- c. In the event a bargaining unit member is unable to return to in-person instruction because someone in his/her household is at high risk for illness or infection associated with COVID-19, the unit member may use available paid leave under personal necessity leave under Article XII of the CBA, and any other applicable leave entitlements under the law.
- d. If a unit member has a health condition that heightens the risk of severe outcomes with COVID-19, but the health condition does not otherwise constitute a "qualifying disability" that triggers the interactive process required under the Americans with Disabilities Act, the District will work to support the unit member by discussing reasonable workplace accommodations such as distance learning or working remotely.
- e. In the event a disabled bargaining unit member is unable to return to in-person

instruction because he/she is at a high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, as an accommodation, such member may take a leave of absence as an accommodation, and may use available paid leave under Article XII of the CBA.

- f. All provisions of the CBA, Education Code, and applicable law pertaining to Industrial Accident Leave and/or Worker's Compensation shall be in effect. Nothing under this MOU deprives employees of their rights under current Worker's Compensation laws. The District will provide unit members with notice of any new legal requirements pertaining to COVID-19-related Worker's Compensation issues.
- g. [Worker's Compensation](#) information is available on the District website in the Employee COVID-19 Links section of the Human Resources page.

**17.0 DURATION**

- a. This MOU will be initiated on April 12, 2021, upon which the two asynchronous transition days will commence prior to students returning to campus on Wednesday, April 14, 2021.
- b. This MOU shall expire in full, without precedent for either party, on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

**FOR THE ASSOCIATION:**

**FOR THE DISTRICT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Addendum A:**

[Ada Harris Bell Schedule](#)  
[Cardiff School Bell Schedule](#)

**Addendum B:**

Master Schedule By Site (By March 26, 2021)

## Addendum C:

Playground Schedule By Site (By March 26, 2021)

## Addendum D:

### Cal/OSHA Information

Places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP), in accordance with Cal/OSHA. The Cardiff School District [COVID-19 Prevention Program \(CPP\)](#) is available on our District website under the [COVID-19 Updates and Resources](#) section.

In addition to our District COVID-19 prevention and mitigation measures, the CPP includes the required testing cadence to be offered in the event of **multiple COVID-19 infections (defined as an outbreak)**:

*CDPH defines a school outbreak as “3 or more confirmed or probable cases of staff or students occurring within a 14-day period who are epidemiologically linked in the school, are from different households and are not contacts of each other in any other investigation cases (e.g., transmission likely occurred in the school setting.)”*

The COVID-19 testing cadence offered during a school outbreak is as follows:

- All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
- After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
- We will provide additional testing when deemed necessary by Cal/OSHA.

The CPP includes an additional required testing cadence to be offered to employees in the event of a **major COVID-19 outbreak (defined as 20 or more COVID cases within a 30-day period)**.

The COVID-19 testing cadence offered during a major COVID-19 outbreak is as follows:

- We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees’ working hours.