MEMORANDUM OF UNDERSTANDING Between Elk Grove Unified School District &

Psychologists and Social Workers Association FULL DISTANCE LEARNING AND EDUCATIONAL SERVICES

IN RESPONSE TO COVID-19 CORONAVIRUS

August 14, 2020

This is a Memorandum of Understanding (MOU or Agreement) between the Elk Grove Unified School District (District) and the Psychologists and Social Workers Association (PSWA), collectively referred to hereinafter "the Parties" concerning the reopening of the 2020-2021 school year and implementation of full distance learning and services pursuant to State and Local County Public Health Orders.

Negotiations regarding transitions to the Transitional Learning Model and transitions to a Full Reopen to In-Person Learning Model shall be addressed in subsequent negotiated MOUs.

RECITALS

- 1. This Agreement sets forth the 2020-2021 protocols and terms that the District and PSWA have agreed upon regarding working conditions for PSWA bargaining unit members providing Distance Learning and Services to students in due to the COVID-19 public health emergency.
- 2. The District and PSWA recognize the importance of maintaining safe learning opportunities and services for the benefit of the students and communities served by the District, certificated staff, and classified staff.
- 3. The Parties agree that the State of California has determined that Educational institutions, including public K-12 schools provide essential government services for students including the provision of educational services, student meals, as well as the performance other essential functions. As a result of this pandemic, the Parties agree that for the period of this Agreement, exigent and emergency circumstances exist.
- 4. California Senate Bill (SB) 98 provides statutory direction regarding the re-opening of schools for "in-person" instruction, and when "distance learning" may be provided. SB 98 was impacted by the California Department of Public Health (CDPH) Covid-19 Industry Guidance. Consistent with CDPH Covid-19 Industry Guidance, on July 17, 2020, Governor Newsom announced that all schools must offer distance learning (and cannot offer "in-person" instruction"), if they are located in a county that is on the State's "COVID Watch List."

AGREEMENT

Accordingly, in the interest of complying with California Department of Public Health Guidance and the Governor's Orders regarding the implementation of full distance learning and services during the 2020-2021 school year and in order to address the working conditions of PSWA unit members, the Parties agree to all of the following:

A. School Closures and Openings

- 1. The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an in-person transitional model, fully reopened to in-person instruction, or reopened after closure.
- 2. The Parties understand and agree that the Associate Superintendent, Human Resources or designee will communicate decisions regarding changes to working conditions to PSWA. The Parties agree to negotiate any effects of decisions related to COVID-19 with PSWA as soon as practical under the then current circumstances.
- 3. <u>Emergency Closure and Reopening.</u> The Parties agree that during the 2020-2021 school year that the following instructional models may transition from one model to another as a result of any State/County/District order:
- a. Student instruction and services through the Distance Learning Model consistent with this Agreement; and
- b. Student instruction and services through the Transitional Learning Model consistent with subsequently negotiated Agreements; and
- c. Student instruction and services through the full In-person Reopen Model consistent with subsequently negotiated Agreements.

B. Safety and Mitigation

1. <u>COVID-19 District Safety and Mitigation Guidelines</u>. The Parties agree that this MOU addresses with mitigation protocols as required by federal, state, and health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school year, and/or for the duration of any orders from public agencies with jurisdiction over the District.

Please see the attached 2020 Sacramento County Public Health Protocols and District guidelines which are subject to change as a result of State, Local and Federal orders.

- 2. <u>Personal Protective Equipment.</u> The Parties agree that when unit members report to a District site, the District shall provide District-approved applicable personal protective equipment (PPE) to ensure that the unit member maintains his or her safety. Absent a state authorized exemption, State-mandated face coverings are required when on all District sites. PPE may also include gloves, shields and masks, as is necessary and requested by staff. Physical distancing protocols shall be followed to the greatest extent possible.
- 3. <u>Compliance with Safety Orders.</u> The Parties agree that State and County safety orders and guidelines continue to adapt to the conditions of the pandemic. The District will adhere to the attached District guidelines which are based upon State and County orders, and subsequent orders and guidelines which reflect State and local public health safety orders.
- a. The Parties agree that to support the safety of PSWA unit members and other District staff, who may work in-person on school and District sites, the District shall provide sanitation of schools and District work sites, including restrooms, classrooms, and offices.
- b. The District shall provide PPE to unit members who work on District sites for every day that such unit members report to work on school sites.
- c. In-lieu of using District-provided PPE, unit members may use their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- d. The Parties agree to meet as soon as possible to negotiate any impacts and/or effects of any revisions or updates to public health and safety guidelines issued by the State and Local County.
- 4. <u>Compliance with Safety Mitigation Orders</u>. The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. In addition, the Parties agree that unit members shall comply with the attached "COVID-19 District Safety and Mitigation Guidelines."
- 5. PSWA and the District will work collaboratively to resolve any public health situations that may arise.

C. Leaves

1. <u>Use of Leaves.</u> The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding the performance of Psychologists' and Social Workers' duties and availability during contractual hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement.

The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.

2. <u>Federal Families First Coronavirus Response Act (FFCRA)</u>. The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response Act (FFCRA) includes several qualifying reasons for Leave. Please see the attached FFCRA posting and check with Human Resources Leave Technicians for more information and to apply.

Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to telework, if applicable) due to a medical diagnosis for the need for COVID-19 leave and:

- i. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19*.
- ii. Has been advised by a health care provider to self-quarantine related to COVID-19*.
- iii. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis; is caring for an individual subject to an order described in (i.) or self-quarantine as described in (ii.) above;
- iv. Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
- v. Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

[Note 1: The FFCRA qualifying reasons included in sections (i.) through and including (iv.) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual PSWA unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

[*Note 2: For sections 3(i) and 3(ii) above, the parties agree that a physician's or county public health official's documentation is required.]

- 3. <u>Documentation Issues.</u> If a unit member believes that they are able to return to work under the Distance Learning Model, but they are unable to obtain official written medical verification that they are medically released to return to work, the unit member should contact the District's Human Resources Department. The District shall determine whether a unit member can be released to return to work.
- 4. <u>Positive Test.</u> If a District employee, who has worked in person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been in contact with that person.

The District will also immediately notify PSWA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19. The Parties agree to refer to the then applicable COVID-19 District Safety and Mitigation Guidelines. In addition, the District will comply with State and County Public Health orders.

- 5. <u>Coordination of Leave with FFCRA</u>. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3) pay provisions included in FFCRA with their own sick leave in order to make their pay whole.
- 6. At the point in which in-person student attendance at Districts schools is permitted, and the transitional model and/or full in-person model is implemented, the leaves section of this MOU shall be revisited.

D. Calendar and Transitions

- 1. <u>Work Calendars.</u> The Parties agree that all unit members shall be required to work their assigned work calendar for the 2020-2021 school year. Work calendars may need to be adjusted in order to meet the needs of a site or District. In such cases, the District shall meet to negotiate any changes with PSWA.
- 2. <u>Transitions between Models.</u> The Parties agree that due to safety conditions and/or federal, State or local orders, movement amongst the following learning models may occur:
 - Full Distance
 - Transitional
 - Full In-Person

In these circumstances, the District and PSWA will negotiate to update this MOU to address any impacted working conditions.

E. Evaluation and Supervision

1. <u>Evaluation Timelines</u>. The Parties agree that current collectively bargained timelines for staff evaluations shall apply for the 2020-2021 school year consistent with the applicable new COVID Response 2020-2021 Calendars.

2. <u>Administrator Access to Online Platforms.</u> The Parties agree that Administrators shall be provided with access to observe all platforms utilized by PSWA unit members in the performance of their duties.

F. Working Conditions

- 1. <u>Working Conditions.</u> The Parties agree that unit member working conditions, shall be consistent with (1.) California law and local County orders (including SB 98 and any other subsequently adopted state law or order) and (2.) this MOU.
- 2. <u>Meet and Confer.</u> The Parties agree to continue to meet and confer regarding the following:
 - a. Legally Mandated Activities that require in-person contact with students (i.e. Special Education assessments). When in-person legally mandated assessments are permitted consistent with County Public Health Services' guidelines, the District and PSWA will meet and confer.
- 3. Unit members may provide distance appointments to students as needed. These appointments or conversations may be conducted via e-mail, phone conversations, or identified distance learning platforms.
- 4. At the time of this agreement, in-person meetings with students are limited consistent with State and local County orders. If State and County Health Guidelines permit, in-person meetings with students may be allowed per future guidance and directives. The District and PSWA will meet and confer regarding this matter.

G. Mandated Assessments

1. There are legally mandated student assessments that must be conducted in-person by PSWA unit members. The Parties agree to comply with the "Guidelines for Essential In-Person Assessments," as these Guidelines may be revised consistent with State and County local health orders and guidance. (See Attached.)

The Parties agree to meet and confer if the above Guidelines are revised.

- 2. In the event that a unit member is unable to perform in-person assessment(s), the Director of Student Support and Health Services will confer the Lead Psychologist to consider the following options or a combination thereof:
 - a. Redistribute assessments and/or caseload assignments in order to meet the needs of students;
 - b. Assign interns with supervision and/or retirees to assist with the facilitation of assessments;
 - c. Additional options identified by the District and PSWA.
- 3. The plan for coverage of assessments must be approved by the Director of Student Support and Health Services. The District and PSWA will continue to meet and confer to monitor the coverage of assessments.

H. Hours and Schedules

<u>Hours.</u> The Parties agree that all unit members shall report to work either remotely or on-site during the work hours in the Parties' collective bargaining agreement, unless directed otherwise.

I. Mandatory Training

The Parties agree that unit members shall fully participate and complete in the District's Mandatory Training.

Unit members shall complete their mandatory training during their own time, provided such mandatory training is completed by: **August 24, 2020 at 5 p.m.**

J. Communications

- 1. <u>Collaboration, Consultation, and Communications</u>. The Parties agree that unit members may collaborate, consult, and communicate as necessary and appropriate while they are engaged in the performance of their duties in compliance with all laws including, but not limited to compliance with all special education, student privacy, and confidentiality laws. In addition, such meetings will be conducted in a manner that adheres to federal, State and local laws, orders, and guidelines.
- 2. <u>Email Communications.</u> It is the expectation that staff check District email during the work day. In emergency situations, a meeting may be called, but not required, with less than twenty-four (24) hour notice during the work week.

3. Communications.

It is an expectation that unit members respond to parent communications within 24 hours during the work week, absent extenuating circumstances.

K. General Terms

- 1. Alternative School Requirements. In the event that the State of California mandates alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiation on the impacts.
- 2. Complete Agreement. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.
- 3. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- 4. Interpretation. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.
- 5. be

	rties agree that this Agree I written Agreement.	ement shall expire on June 30), 2021, but may
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Staff's Role in Maintaining a Healthy Environment

- Set aside time for increased handwashing, especially when entering the classroom, before and after eating, after using the restroom, after blowing their nose, coughing, or sneezing, after recess and before and after using shard objects.
- Practice social distancing in the classroom, in lines, and at recess.
- Remind students and staff to wear face coverings at all times. Face coverings are required for all staff and students 3rd grade and above. It is highly encouraged for 2nd grade and below. There are medical exceptions to wear face coverings, please see exceptions in link:
 https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings 06-18-2020.pdf
 - o If a cloth face covering cannot be worn, a face shield with a drape would be recommended instead.
- Assist to clean and disinfect frequently touched surfaces in your classroom throughout the school day. Newly adopted cleaning technology that is safe to use around students and safe for student use, will be available in all classrooms.
- Encourage staff and students to not come to school or work when sick.

Recognizing COVID-19 Symptoms

It is important to recognize when a student may be displaying COVID-19 symptoms. If a student displays any symptoms below, the student should be sent or escorted to the health office with a face covering on as long as they are not having difficulty breathing. Student's parent/guardian should be called to pick up student from school.

COVID-19 Symptoms:

- Fever (100.4 F or higher) or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Please note that students do **NOT** need to present to Health Office with the following common situations:

- Paper cuts, small abrasions, picked scabs have them wash hands and apply band aid if needed.
- Minor headaches and/or fatigue allow them to get snacks/drink water first and rest. If not better after 20 minutes, send the student to the Health Office.
- Mild stomach ache and/or nausea allow students to use the restroom, drink water, have a snack first and rest. If not better after 20 minutes, send the student to the Health Office.
- Localized bug bite if no allergy history and not spread over a large area of skin, apply cool paper towel to area to help prevent scratching.
- Anxiety/Stress/Psychosocial Issues if not affecting breathing or physical health try snack, redirection, or please refer to counseling or other applicable services for collaboration.

The reason to not send students to the Health Office for the above reasons is to minimize the traffic in the health office to only those who are presenting with COVID-19 symptoms, need assistance with medications, or there is a health emergency.

Proper Handwashing Techniques

Handwashing is one of the best ways to protect yourself and your families from getting sick. Washing hands keeps you healthy and prevents the spread of germs. Germs can spread from other people or surfaces when you:

- Touch your eyes, nose, and mouth with unwashed hands
- Prepare or eat food and drinks with unwashed hands
- Touch a contaminated surface or object
- Blow your nose, cough, or sneeze into hands and then touch other people's hand or frequently touched surface or object

When should I wash my hands?

- Before and after eating
- After using the restroom
- After blowing your nose, coughing, or sneezing
- Before and after entering/exiting a classroom
- After touching frequently shared objects
- · Before and after using the playground

How do I properly wash my hands?

Follow these five steps every time.

- 1. Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
- 2. Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
- 3. **Scrub** your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
- 4. Rinse your hands well under clean, running water.
- 5. Dry your hands using a clean towel or air dry them. Do not wipe hands on clothing.

Can I use hand sanitizer if there is no access to running water and soap?

Hand sanitizer can be used when soap and water are not available. Hand sanitizer must contain at least 60% alcohol to be effective.

How to use hand sanitizer

- Apply the gel product to the palm of one hand (read the label to learn the correct amount).
- Rub your hands together.
- Rub the gel over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds.

^{***}Hand sanitizer should be stored in a secure place so young children cannot reach and accidentally swallow.

Face Coverings

Why do we wear face coverings?

- Wear a face covering to help protect others in case you're infected but don't have symptoms
- Wear the covering in public settings when around people outside of your household, especially when other social distancing measures are difficult to maintain

Wear your Face Covering Correctly

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- Don't touch the face covering, and, if you do, wash your hands



How to properly take off your face covering

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place in a location to not get mixed up with someone else's face covering
- Be careful not to touch your eyes, nose, and mouth when removing and wash hands immediately after removing.

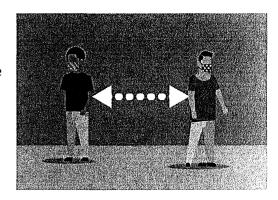
Social Distancing

What is social distancing?

Limiting face-to-face contact with others is the best way to reduce the spread of coronavirus disease 2019 (COVID-19).

Social distancing, also called "physical distancing," means keeping space between yourself and other people outside of your home.

To practice social or physical distancing stay at least 6 feet (about 2 arms' length) from other people.



Why practice social distancing?

COVID-19 spreads mainly among people who are in close contact (within about 6 feet) for a prolonged period. Spread happens when an infected person coughs, sneezes, or talks, and droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby. The droplets can also be inhaled into the lungs. Recent studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of COVID-19.

It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes. However, this is not thought to be the main way the virus spreads. COVID-19 can live for hours or days on a surface, depending on factors such as sunlight, humidity, and the type of surface. Social distancing helps limit opportunities to come in contact with contaminated surfaces and infected people outside the home.

Although the risk of severe illness may be different for everyone, anyone can get and spread COVID-19. Everyone has a role to play in slowing the spread and protecting themselves, their family, and their community.

Shared Material and Objects

It is recommended to limit the use of shared objects as much as possible, but when objects do have to be shared, clean and disinfect between each use or at least frequently throughout the day. Have students or staff wash their hands before and after using shared objects. Hand washing is still one of the top defenses for protecting yourself and other from getting sick.

For teachers receiving student material or touching a shared object, it is important to note to not touch your face, especially eyes, nose, and mouth, after touching the material or object. Wash your hands after touching the material or object.

Distribution or Drop-Off of Materials

Mass distribution or drop-off of student materials:

- Set up:
 - o Drive-through is ideal
 - If drive-through is not feasible,
 - Must be done outside
 - Keep lines to maximum of 10 people per line (this includes students and parents)
 - Group broken down as much as possible by grade, track/house, and alpha by last name (Example: Monday pick-up is 1st grade, A track, A-D last name)
 - Needs to be a way to track which students were on campus at the same time in case contact tracing needs to occur. Tracking which students are in line together would be ideal.
 - (Ex: When scanning books make sure scanner notes the date and time, or keep a log of when students are on campus)
 - Keep students and parents in lines for less than 15 minutes, as feasible
- Keep 6-feet distance between all staff, students and families
 - o If close contact is needed to be made (closer than 6-feet), keep it at a short amount of time (less than 15 minutes)
- All students, staff, and parents must wear face coverings at all times
- Wear non-latex gloves when distributing materials to families*
 - Wash hands or use hand sanitizer before putting on gloves
 - o If gloves need to be taken off:
 - Wash hands or use hand sanitizer after taking off gloves
 - Put a new pair of gloves on when needed

^{*}During in-person learning, staff do not have to wear gloves when handing out materials to their students. Gloves are only required for the mass distribution of materials.

Resources

https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/index.html

COVID-19

Video: https://www.brainpop.com/health/diseasesinjuriesandconditions/coronavirus/ - BrainPop

Handwashing

Video: https://www.cdc.gov/handwashing/videos.html - CDC

https://www.brainpop.com/socialstudies/news/howsoapworks/ - BrainPop

Posters: https://www.cdc.gov/handwashing/posters.html - CDC

Graphics/Social Media: https://www.cdc.gov/handwashing/buttons.html - CDC

Social Distancing

Video: https://www.youtube.com/watch?v=FvTZv31eRp0 - BrainPop

Face Covering

Video: https://www.youtube.com/watch?v=OLO1GNXKmNE

https://kidshealth.org/en/parents/coronavirus-masks.html - Kids Health

Guidelines for Essential In-Person Assessments

Essential assessments include, but may not be limited to:

SpEd IEP assessments (initial, triennials, and other mandated assessments), Vision & Hearing screens

General Guidelines:

- Perform all tasks virtually that can be done so effectively.
- Keep face-to-face time as brief as possible.

Appointments:

- Have designated staff organizing and coordinating appointments, if possible.
- Schedule appointment with parent/guardian keeping the following in mind:
 - o Avoid distance learning times whenever possible.
 - o Schedule as close to student meal distribution times as possible.
 - o Stagger appointments to facilitate physical distancing.

Outside Space Use:

• Provide essential services outdoors if possible, taking into consideration weather and privacy.

Room Use:

- Use a larger room whenever possible, preferably with windows that open (this may entail changing rooms from the regular assigned room).
- Keep doors and windows open when possible.
- Set up the essential service space with physical distancing parameters in place.
- Use plexiglass shields as appropriate, especially for essential tasks that require contact< 6 ft.

Face Coverings & Gloves

- Face coverings are required for all staff, student and family members following county health guidelines*.
- Stay six feet apart unless an essential activity requires closer contact for a brief time.
- Staff may use a face shield, but they are not to use in replacement of face coverings. If face shields are used, face coverings/mask must also be worn unless the face shield has a drape.
- Extra face coverings for students and staff should be made available.
- If direct contact is needed to be made with student, use of latex-free gloves is recommended for staff.
 - After direct contact, dispose of gloves properly and wash hands/use hand sanitizer.
 - If used, gloves must be switched between each appointment.

*Exceptions for face coverings:

- Face coverings are required for students 3rd grade and older, 2nd grade and younger is highly encouraged.
- Children younger than 2 years old.
- Anyone who has trouble breathing or is unconscious.
- Anyone who is incapacitated or otherwise unable to remove the cloth face covering without assistance.
- Students, teachers, and staff with special educational or healthcare needs, which may include intellectual and developmental disabilities, mental health conditions, and sensory concerns or tactile sensitivity where wearing a face covering may be difficult.
- Students, teachers, and staff who have a hearing impairment or need to communicate to someone with a hearing impairment and seeing the mouth is essential for communication or assessment with individuals with hearing impairments or speech needs. A clear face covering or face shield with a drape is recommended at this time.

Assessment Tools:

- Employ alternative tools or technologies to facilitate social distancing as appropriate to the discipline. Some examples:
 - Alternative testing modalities that are quicker or do not require close contact;
 - o Smartboard to present computer-based testing instead of laptop if appropriate

Cleaning and Disinfecting:

- Stagger appointments to ensure physical distancing, and allow time to clean between students
- Clean and disinfect testing material between students, and stagger use of materials as possible
- Clean and disinfect tables, desks, and plexiglass between each appointment
- Refer student or parent to designated public restroom as needed

Day Before Appointment:

- Call parent/guardian the day before to review the following (this could be done by the designated staff organizing and coordinating appointments):
 - o Ask parent/guardian if anyone in their household has COVID-like symptoms, if yes, appointment must be rescheduled;
 - o Ask parent/guardian if they have been in close contact with anyone who has tested positive for COVID in the last 14 days, if yes appointment must be rescheduled;
 - o Review "Symptoms Check Screening Document" below to inform parents/guardian what questions will be asked. If student or family member who will be bringing student currently has these symptoms, reschedule the appointment;
 - o Ask families to not bring other people with them to the appointment, if possible;
 - o Playgrounds are not open;
 - o Parents/guardians may not remain on site without prior consent from administration in special circumstances;
 - o Parents/ guardians will be provided with an estimated time of completion for assessment;
 - o Student and parent must always wear a face covering when on site;
 - o Families coming for an appointment will meet designated staff at a predetermined location to undergo health screening.

Upon Arrival for Appointment:

- Staff should meet family in the main office or a predetermined location and sign in
 - o All members present must sign in for contact tracing if necessary
- Staff, student, and family must be wearing a face covering
- Ask family to wash their hands or use hand sanitizer when entering the office
- Symptom screening must be conducted, use screening worksheet below
- Procedure for symptom screen:
 - o Take temperature and complete the form below to ensure there are no COVID-like symptoms before being cleared to remain on site for essential service;
 - o Keep a record of screening.

During Appointment:

- Keep 6-feet distance as much as possible
- Face coverings/appropriate face shields must be worn at all times
- Minimize sharing of materials
- Use hand sanitizer as needed

After Appointment:

- Staff must clean and disinfect surfaces, materials, and high touch point areas
- If gloves were worn, properly dispose
- Staff must wash their hands between each appointment

Symptom Check Screening Document

Student Name:	(Q_) HE	ALTH
Parent/Guardian	(C3) SE	RVICES
Date:	ij nav isot	
Does the student or family have fevers today? Record student temperature here Record Parent/guardian temperature here (if remaining in room with student during essential service) (If temperature is 100.4F or greater, appointment must be rescheduled) Has family been exposed to someone with COVID-19 in the past 14 days?	No	Yes
Do they feel ill today? (if they indicate yes, appointment must be rescheduled)		
Does the student or family member have any of the sympto (If the answer is yes to any one or more symptoms below, appointment		1)
New uncontrolled cough that causes difficulty breathing		
Shortness of breath or difficulty breathing		
Chills		
Fatigue		
New loss of taste or smell		
Muscle or body aches		
Congestion or runny nose		
Sore throat		
New onset of severe headache		
Nausea		
Vomiting (unidentified cause, unrelated to anxiety or eating)		
Diarrhea		
Parent/Guardian of the above-named student confirms that the answers above are accurate to the best of their knowledge	ē_	
Printed Name of Parent: Current Phone Nur	nber:	
Signature of staff member completing screening:		

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ¾ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

FELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

> QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- **1.** is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- **2.** has been advised by a health care provider to self-quarantine related to COVID-19;
- **3.** is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- **4.** is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
- **5.** is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
- 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



For additional information or to file a complaint: **1-866-487-9243**

TTY: 1-877-889-5627 dol.gov/agencies/whd

