

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE ASSOCIATED POMONA TEACHERS  
AND  
THE POMONA UNIFIED SCHOOL DISTRICT  
September 15, 2022- January 31, 2023

**ORIGINAL**

**A. INTRODUCTION**

The Pomona Unified School District ("District") and the Associated Pomona Teachers ("Association" or APT) enter into this Memorandum of Understanding ("MOU") regarding returning to work for the 2022-2023 school year during the Coronavirus (COVID-19) pandemic.

The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments. Continued education of our students during the 2022-2023 year will require flexibility given the impact of COVID-19. To support this, school operations shall be based on direction and guidance from the State of California, Los Angeles County Department of Public Health, the Los Angeles County Office of Education and applicable federal law.

The Parties agree to adhere to Cal/OSHA's COVID-19 Prevention Program (CPP) and the plan shall be posted on the District's website. The Parties agree to adhere to federal and state law and/or guidelines from LACDPH and/or Cal/OSHA. Should the provisions of this MOU be in conflict with any new laws and/or guidance, the parties agree to meet, discuss, and negotiate the effects of the change.

**B. HEALTH AND SAFETY**

1. Face Masks

- a. Unless medically prohibited, it is recommended that all staff whether vaccinated or unvaccinated, ~~shall~~ wear a face mask while indoors or in crowded situations. The District will provide, upon request, (KN95 masks) to any employee along with instructions on how to ensure the mask fits appropriately.
- b. The Parties agree to adhere to LACDPH mask requirements for school districts.  
[ExposureManagementPlan K12Schools.pdf](#)
- c. A KN95 mask will be provided upon request to any member who cares for sick children or has close contact with any child with a medical condition that precludes the child's use of

- a-face mask.
- d. The District shall provide to all employees the daily use of all required masks.
- e. Students or visitors shall comply with the LACDPH guidelines. Any exceptions require administrative evaluation. If a face covering or face shield is required by LACDPH and refused by a student or visitor the individual will not be allowed to access the site without administrative evaluation.
- f. Lunch and Break (eating) If required by LACDPH, meals that take place in a cafeteria, space between all tables/ chairs may be increased to maintain distance between students while eating. Meal times may be staggered to reduce the number of groups in the cafeteria at any one time. The District may provide opportunities for students and members to eat outside when appropriate.

## 2. Hand Washing and Respiratory Etiquette

- a. All members should sanitize and/or wash hands upon entering the workplace and periodically sanitize and/or wash hands throughout the day.
- b. All members shall continue to promote hand washing and respiratory etiquette. All members and administrators shall continue to promote appropriate hygiene with students including frequent and thorough hand washing, avoiding contact of the mouth, nose, and eyes with unwashed hands and using hand sanitizer when hand washing is not practical or available, and refrain from discouraging such.
- c. Every classroom and non-classroom workspace shall be provided hand sanitizer in accordance with federal, state or LACDPH mandates.
- d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be restocked as needed. Handwashing is available at worksites.
- e. Every room with a working sink shall have at least one (1) soap and paper towel dispenser stocked.

## 3. Personal Protective Equipment (PPE)

- a. Additional PPE, such as KN95 face masks, disposable gloves, and aprons/ smocks shall be provided for members upon request under LACDPH guidance and/or recommendations, based on the exposure risk under the Cal-OSHA Guidance on Preparing Workplaces for COVID-19 guidelines, <https://www.osha.gov/coronavirus/safework>
- b. PPE supplies shall be provided to District sites in accordance with federal, state or LACDPH mandates.
- c. Used PPE should not be shared between members.

#### 4. Pre-Screening

- a. All members shall self-screen prior to entering the work location. The pre-screening includes self-reflecting to determine if you are experiencing coughing, shortness of breath, difficulty breathing and fever or chills and if the employee/student is currently under isolation or quarantine orders.
- b. Members at work who have COVID-19 symptoms shall immediately notify their principal/ supervisor/ designee prior to leaving the work site.
- c. Members who have COVID-19 symptoms shall report their absence in accordance with Article 14.2.9 of the Agreement.
- d. Members who have COVID-19 symptoms shall remain at home and not enter District sites.
- e. Employees can report symptoms and hazards without fear of reprisal.
- f. Visitors with COVID-19 symptoms shall adhere to the district prevention plan which can be obtained from the district compliance officer. Students with COVID-19 symptoms should be sent to a predesignated isolation room on site pending evaluation.

#### 7. Testing

- a. District provided COVID-19 testing will be provided at no cost for all unit members as needed. Testing locations will be adjusted based on the demands and LACDPH guidelines.
- b. Members exposed to a confirmed COVID-19 case at the workplace shall be provided the opportunity for free COVID-19 testing during their working hours.
- c. Members are required to enter their absence in the sub finder and recommended to notify their Office Manager (or the staff which tracks attendance) of potential for Covid-19 Leave.

#### 5. Isolation Room

- a. The parties agree to adhere to the LACDPH guidelines regarding isolation rooms.
- b. Sites will be required to maintain an isolation area on each campus and identify who will staff the isolation area.
- c. Masks are required in the quarantine and isolation rooms.
- d. Nurses shall not be in the isolation or quarantine rooms.

**ORIGINAL**

## 6. Contact Tracing

- a. Upon notification that an individual has been infected with COVID-19, The School Compliance Officer shall initiate contact tracing in accordance with LACDPH and CDPH guidelines. The District shall inform all members who are on the premises at the same work site as the individual during the infectious period of their potential exposure in writing.
- b. Upon notice of a confirmed positive case of COVID-19, the District shall conduct contact tracing and exposure management to identify potentially affected individuals to ensure self-quarantine based on LACDPH guidelines.

## 7. Cleaning and Disinfecting

- a. District cleaning and disinfection measures will be implemented so as to clean and disinfect high touched surfaces in areas where any cluster of three or more linked cases has been identified.
- b. High touch include but are not limited to fixtures, desks, doorknobs, light switches, and faucets.
- c. The District will train members who elect to use Super 60 spray and disinfecting wipes. Members will be provided disinfecting wipes. The District may replace used trash can liners each day in classrooms and workspaces.

## 8. School Compliance Officer

- a. In accordance with LACDPH regulations, each school site will designate a Covid-19 Compliance Officer, that is responsible for establishing and enforcing all Covid-19 prevention and exposure management protocols and ensuring that staff and students receive education about Covid-19. Each designated site Covid-19 Compliance Officer will work with the District's Health Services Director to ensure that all legal requirements are properly met and updated. Covid-19 protocols will be for all students, employees, and visitors who (1) have symptoms consistent with Covid-19, (2) were exposed at school, or (3) are at a school with an active public health investigation to have access to testing or be tested for Covid-19. Any updates to this requirement by LACDPH will be adopted by the district.

## 9. HVAC

- a. The District shall comply with federal and state law regarding HVAC systems.

- b. HVAC filters will be checked twice per school year and replaced as needed. The District shall provide, upon request, to the APT President an updated report of the HVAC filter replacement dates.
- c. Air purifier filters shall be replaced within 48 hours upon notice that the filter needs replacement, if needed.

10. Leaves

- a. The District will provide applicable leave entitlements in accordance with the Agreement and state and federal laws including, Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").
- b. If leave entitlements are amended or modified under state and/or federal law, the new entitlements will automatically be adopted into this MOU. (e.g. Assembly Bill 152 Supplemental Paid Sick Leave).
- c. Provide unit members with supplemental paid sick leave for covered employees through December 31, 2022. Unit members who want to access this supplemental sick leave must contact Human Resources.
- d. The District shall meet with members with qualifying disabilities under the American Disabilities Act, to determine whether the member requires a reasonable accommodation to perform the essential functions of their assignment.

11. Workers' Compensation

- a. Members may file a COVID-19 related Workers' Compensation claim where the COVID-19 virus is caused by work exposure for members who are diagnosed with COVID-19 in accordance with state law.

12. COVID-19 Vaccinations

- a. The District may coordinate with local health agencies to arrange for COVID-19 vaccinations. Leave provided for COVID-19 vaccinations and/or effects from, shall be provided in accordance with federal and state law.

13. Child Development

- a. The District shall provide adequate supplies onsite to support healthy hygiene behaviors. These items will include soap, tissues and hand sanitizers with at least sixty (60) percent ethyl alcohol for staff and those children who can safely use hand sanitizer.
- b. The District will notify Child Care Licensing and the LACDPH of any single confirmed COVID-19 case who has been at the site within one (1) business day.

This MOU shall expire on January 31, 2023 as set forth above unless extended by mutual written agreement.

Timi King 11-14-22  
Timi King Date  
Teacher, Bargaining Chair  
Associated Pomona Teachers

Wei-Tsu Loh 11-15-22  
Wei-Tsu Loh Date  
President  
Associated Pomona Teachers

Silvia San Martin 11/14/2022  
Silvia San Martin Date  
Interim Assistant Superintendent  
Human Resources  
Pomona Unified School District