

Memorandum of Understanding between Alameda Unified School District and Alameda Education Association Regarding Small Group Instruction

The Alameda Unified School District and the Alameda Education Association, jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

This MOU between the Parties covers in-person small group instruction at the TK-12 grades. The Parties agree to the following:

SAFETY PROTOCOLS

The District recognizes the importance of implementation of additional and/or specific safety practices consistent with guidance from the State of California, the California Department of Public Health (CDPH), Alameda County Department of Public Health (ACDPH), and the Alameda County Office of Education. The following outlines safety practices and procedures being implemented based on guidance from these agencies. If any of the following safety protocols are unable to be met prior to the return to in-person, the return process will be put on hold and distance learning will continue until both parties agree that safety standards established by this MOU have been met.

1. Return to Work:

Unit members shall have the opportunity to inspect classrooms, work areas, and other spaces and verify all physical distancing and cleaning safety protocols have been met at least one week prior to students' return to campus.

The District and AEA via a subgroup comprised of 3 members each, will continue to discuss and evaluate safety measures raised by individual sites on a weekly basis, and make modifications, including but not limited to, safety protocol violations, changing class locations and/or adjusting the cohort size if needed.

2. Screening: All students, employees and essential visitors will complete a screener questionnaire before coming to school. Students will be allowed access to campus upon verification of completed and passed digital screener questionnaire, verbal in person screener, and normal range temperature check. Non-bargaining unit members shall be responsible for conducting in person verbal screening and temperature checks for students. If non-bargaining unit members are unavailable, the unit member shall be responsible for doing the temperature check themselves for students in their small group. Staff and students who develop any symptom consistent with COVID-19 will be sent home or sent to an isolated sick room on site pending travel home. The District will prohibit access to non-essential visitors on its campus. Anyone with any symptoms consistent with COVID-19 shall not be allowed on campus.

- a) Staff or students who have had documented close contact with a person with COVID-19, as defined by CDPH will not come to work or to class until cleared by health officials. Students or families will contact the Attendance Office to report a documented contact with a person with COVID-19. Staff shall also reach out to their Human Resources Leaves Administrator to determine accommodations during this quarantine period, if applicable.

3. Contact Tracing: Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with the Alameda County Public Health department officials. All persons who may have come in contact with the infected individual shall be notified in accordance with County Health direction and privacy laws. The District will create and maintain an online public COVID-19 statistical dashboard which will be updated upon notification of confirmed cases.

4. Quarantine and Leave: Unit members who are exposed, in accordance with Alameda County Department of Public Health guidelines, or test positive for coronavirus within 14 days after a day that the employee performed in-person services, are required to be quarantined and provide medical documentation. If the unit member is asymptomatic, they will be allowed to fulfill their duties remotely.

Consistent with 5.03.13 of the CBA regarding quarantine absence, there will be no charge against an employee's cumulative sick leave if they have been quarantined by city or county health officers. All COVID related quarantines shall be up to ten (10) days per episode. Under these circumstances, the employee shall receive their salary in full.

The District shall notify the Association President in accordance with AB 685 and ACPDH guidance.

5. Monthly Testing: All bargaining unit members shall be provided the opportunity for, in-district or county offered COVID testing at no charge. The testing results and related data shall be maintained in compliance with applicable privacy laws.

- a) The Parties agree that 25% of in-person unit members will be tested weekly, with every in-person unit member being tested a minimum of once per month.
- b) Surveillance testing will be increased if local disease trends increase, or if State law requires a more robust testing schedule. The Parties agree that the frequency of testing available shall be no less than the State requirement.
- c) Bargaining Unit Members are required to show a negative COVID test result within one week before returning to in-person instruction, assessment, or any student contact.

6. Personal Protective Equipment (PPE) or Essential Protective Gear (EPG):

- a) The District shall require and enforce the use of facial coverings ("masks") in accordance with federal, state, and local guidelines in effect for employees, students, and visitors.
- b) The District shall require the use of and will provide two cloth facial coverings ("masks") and employees will wear in accordance with federal, state, and local guidelines in effect. Every employee who requests, shall receive an N95 mask and replacements as needed for efficacy. Every employee who requests shall be given a Plexiglas/plastic shield for their work station. Face shields will be provided if needed based on position and/or medical documentation. Disposable masks will be provided for the day to staff who do not have a cloth mask. The District will replace damaged or severely worn masks.
- c) Special Day Classrooms will be provided PPE and EPG specific to the needs of the staff and their students including, but not limited to, bite guards/sleeves, masks, face shields, gloves, gowns, Plexiglas barriers and eye protection.

7. Hand Washing/Sanitizing Protocol: The District shall comply with the following hand washing logistical requirements:

- a) Rooms with an operable sink shall be stocked with soap and paper towels;
- b) Every classroom without operable sink has been equipped with a touchless hand sanitizer dispenser;
- c) Non-classroom workspaces shall be provided touchless hand sanitizer dispenser;
- d) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

8. Daily cleaning and Disinfecting: The District will ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule daily, and between cohorts including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

For each non-classroom work area, common space, and classroom, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules.

High touch surfaces may be cleaned by certificated staff and/or students as a part of their routine hygiene practice each day, but these routines shall not replace daily cleaning and disinfecting.

9. Signage: COVID related safety signage shall be visible for students, employees, and visitors including but not limited to:

- a) Directional signs and distancing cues (dots on floor) will be installed by district to maintain 6 feet physical distancing in outside areas and hallways.
- b) best practices for handwashing and the use of hand sanitizer.

Students and employees will be provided education on this topic.

10. Physical Distancing: The District will comply with ACDPH and CDPH guidelines regarding minimum physical distancing between students and staff on campus. The District shall ensure physical distancing between students and adults, and adults and adults shall be six (6) feet apart in classrooms, workstations and offices. The District will also ensure that classrooms configuration for student workspaces shall be six (6) feet apart from both other student workspaces and teacher workspace.

To the extent that a classroom cannot accommodate the six (6) feet apart physical spacing configuration indicate above, the district can offer separators for work stations for students and teachers, or an alternate space at the site shall be configured to replace the classroom for the students and staff to ensure the physical distancing of six (6) feet.

11. Visitors: Non-essential visitors shall not be allowed on campus.

12. HVAC and Air Flow: The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time, by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions. The District shall ensure all central air systems operate on the mode which delivers the most fresh air changes per hour,

per the manufacturer's specifications. The District shall implement applicable measures to improve indoor air quality to meet current State of California Indoor Mechanical Ventilation recommendations as follows:

- a) All rooms that are utilized and accessed by students and unit members, and which are equipped with mechanical ventilation shall be programmed to expel air from the system before and after the instructional day. These rooms with mechanical ventilation shall be programmed to provide up to 4 air changes per hour as recommended.
- b) Upgrading and replacing all air filters to MERV- 13, to be inspected and changed at recommended intervals. Record of each sites' HVAC filter changes shall be available to AEA upon request.
- c) Rooms that are utilized and accessed by unit members that are unable to meet the above recommendations for mechanical ventilation shall be equipped with supplemental air filtration units as needed. Such rooms without adequate central HVAC and windows or doors that open directly to the outside, shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

13. Bathrooms

Each site plan will identify bathrooms for exclusive staff use and will be stocked with cleaning supplies and paper towels.

14. Ingress and Egress

Standard operating procedures for arrival to and dismissal from campus and for all transitions between spaces on campus will be established, enforced, posted, and communicated to all staff, students, and families, by site administrators. All sites will communicate their plan to families and staff members at least one week before the return to school. Each site's plan will be posted on the district and school site's website. Anyone arriving to campus or on campus who does not follow these procedures will be removed from campus.

15. Substitute Coverage If a unit member will be absent and notifies the administrator no later than 7:00pm the day prior, the small group will be canceled for the next day and students will resume their regular distance learning schedule. If possible, unit member will be responsible for notifying students/families of the move to distance learning. When small group members span a variety of classrooms, the district will create a Parent Square group to facilitate communication.

16. Bargaining unit members will not be directed to provide remote instruction and in-person instruction simultaneously.

The Parties affirm that physical distancing of no less than six (6) feet shall be maintained between the unit member and the students.

Unit members will refer students who repeatedly disregard physical distancing and other COVID safety protocols to the site administrator.

- a) Classroom floor plans will be clearly marked and furniture will be placed to assure the six (6) feet physical distancing. Students and Employees will be notified to not move furniture without prior approval.

B. Small Group Instruction

A "small group" instructional model shall be implemented to provide academic support, services and assistance with access to the most vulnerable students, including but not limited to, students with disabilities, homeless and foster youth, students from low income families, English Language Learners, at the TK-12 grade

level, upon ratification by both Parties. These students will be selected based upon a needs assessment criteria implemented by the District.

This model of instruction is consistent with California All's Targeted Guidance dated September 4, 2020, and will operate irrespective of the colored tiers, i.e., will operate during designation of purple tier in Alameda County. All Small Group Instruction will comply with all safety protocols outlined in this MOU.

1. Each small group will comprise of 6-8 students and up to 2 adults. This small group of students and adults will be stable. The District will determine the number of groups per school site based on its adult staffing numbers and student participation. While the Parties affirm that 6-8 students per group is ideal, the District will allow small group instruction for groups as limited as 3 students, and up to the maximum of 14 students. The number of students in the small group will be included in the posting.
2. Participation in the "small group" model for bargaining unit members of Alameda Education Association shall be voluntary. The opportunity to participate will be posted with details and communicated to all members. A unit member may withdraw their consent to volunteer with notice to their administrator of four business days.
3. Certificated classroom based bargaining unit members volunteering in this model may provide in-person targeted student assistance to their own students during the asynchronous part of their work day. The Parties affirm that the intent of this volunteering model is to provide most flexibility to students and bargaining unit members. To that extent, bargaining unit members can schedule these in-person small group instruction at their preferred time during the workday, with frequency of meeting and block of time to be determined by the volunteering unit member, and will work with their administrator to facilitate parent notification to facilitate drop off related issues.
4. Certificated non-classroom based bargaining unit members such as instructional leads, counselors, TSAs, who volunteer in the "small group" model may assist students as needed during both synchronous and asynchronous instructional parts of their day. Students will be on District sites following all safety protocols outlined above, and any and all site safety protocols including but not limited to cohort stability.
5. AEA members who volunteer may also lead non-academic small group supports like clubs and other enrichment and extracurricular activities. Counselors may also volunteer to engage with students in small groups to address mental health related issues.
6. Bargaining unit members who agree to lead a district-formed small group after hours will be compensated hourly or by in-lieu if during their prep time.
7. Students may only be a member of one small group at a time. In the event the District and the volunteering Unit Member(s) mutually agree a student is better served by another small group, the student must wait ten days before entering the new small group.
8. This MOU is subject to Article 6, Grievance Procedure of the District and Association Collective Bargaining Agreement, and shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.