

Memorandum of Understanding between Alameda Unified School District and Alameda Education Association Regarding 6-12 Hybrid 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 hybrid return at the 6-12 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. 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 and verbal in person screener at campus ingress points or other site specified locations.

- a. Non-bargaining unit members and/or certificated staff shall be responsible for conducting in person verbal screening, which includes verification of digital screener and COVID testing as required.

- b. If additional screening staff is needed at a site, Bargaining Unit Members may work with site administration to help monitor admission to school site screening by mutual agreement.
 - c. 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.
 - d. The District will prohibit access to non-essential visitors on its campus.
 - e. Anyone with any symptoms consistent with COVID-19 shall not be allowed on campus.
 - f. 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.
 - g. Students or families will contact the Attendance Office to report a documented contact with a person with COVID-19.
 - h. Staff shall also reach out to their Human Resources Leaves Administrator to determine accommodations during this quarantine period, if applicable.
2. 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.
- a. The District will create and maintain an online public COVID-19 statistical dashboard which will be updated upon notification of confirmed cases.
3. 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 fulfil their duties remotely.
- a. Consistent with 5.03.13 of the CBA regarding quarantine absence, there will be no charge against an employee's cumulative sick leave if because of COVID-19 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.
 - b. The District shall notify the Association President in accordance with AB 685 and ACPDH guidance.
4. 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.
5. 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.
- a. 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.

- b. 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.
 - c. Any space that has been occupied and has not been disinfected, cleaned and given time for the air to be flushed, will not be reused until these conditions are met.
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 strive for physical distancing between students and adults, to be six (6) feet apart in classrooms, workstations and offices. If circumstances do not permit six (6) feet physical distancing, at minimum, students and adults will be at least four (4) feet apart. If physical distancing is four (4) feet, separators and an additional HEPA filter will be offered for the teacher's work station. The District will also ensure that classrooms configuration for student workspaces shall be a minimum of four (4) feet apart from both other student workspaces and teacher workspace. The District shall offer an alternative space at the site, if available, to ensure physical distancing.

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.

RETURN TO CAMPUS and IN-PERSON INSTRUCTION

15. 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.

Unit members will have a minimum of two work days prior to the students' return to access their classrooms and prepare for reopening. Unit members shall remain responsible only for live attendance check in and assignment of asynchronous instruction up to the grade level minimum minutes assigned under SB 98 for the appropriate grade span for their students during these two classroom preparation designation days. These two days will be scheduled like Wednesday for check in purposes and direction to asynchronous work. District will communicate the schedule and purpose of these work days to all staff, students, and families.

- a. In the event a classroom must be vacated for another member to use the space for in person instruction, the vacating member will have two days prior to the entering teacher to vacate their workspace for the incoming member.

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.

16. Leaves

For unit members who take leaves of absence during the current year, the District will look to fill the vacancies by first looking at our qualified long term substitute pool. In the event the District cannot find a long term substitute, the position will be posted.

Bargaining Unit Members who take an approved leave of any length of time within the 2020-21 school year due to COVID will have the right to return to their original position and site.

17. Transfers and Reassignments

In the event that a bargaining unit member is involuntarily transferred or reassigned, that member will have five self-directed workdays to review, build, and modify curricula before the start of the new assignment. Bargaining unit members will be responsible for check-in during these five days. The district assumes all responsibility for informing all students and families affected by an involuntary transfer or reassignment.

For the duration of the 2020-2021 school year only, all medical accommodations, transfers and/or reassignments will be considered temporary, and bargaining unit members will return to their current school and position of record.

18. Substitute Coverage

If a unit member is asymptomatic and notifies the administrator no later than 7:00pm the day prior, the class can be moved into distance learning instruction for the next day. Unit members will be responsible for notifying students/families of the move to distance learning.

While in the purple tier, if a teacher is ill or symptomatic but can still teach, class will be held virtually. If the teacher cannot teach at all, alternative staff covers the class virtually.

- a. In the event a cohort is without a teacher or a substitute teacher while in the red tier, the school site administrator will seek volunteers before they may assign an appropriately certificated bargaining unit member not primarily assigned to teach a stable student cohort to provide in-person instruction or remote instruction to the cohort.
- b. While in the red tier or below, if no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available.

In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

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

20. Cohorts Size and Classrooms

A maximum capacity for each room will be established and posted at least one week prior to return to in-person instruction, including both students and adults. Every effort will be made to maintain stable cohorts. The parties recognize that cohort composition may fluctuate with any changes in enrollment into the school. Cohort sizes will be as follows:

Maximum 17 students for grades 6-8;

Maximum 18 students for grades 9-12;

Cohorts may need to be smaller to accommodate additional adults (student teachers, instructional aides, co-teachers, etc.). Teachers will have an opportunity to provide input on the composition of cohorts prior to the return to in-person teaching.

Classroom floor plans will be clearly marked and furniture will be placed to assure appropriate physical distancing as described above. Students and employees will be notified to not move furniture without prior approval.

21. Physical education and music classes may exceed 18 students, but no more than 50% of the class roster. These classes will be conducted in person and under the guidance of CDPH and ACDPH. In case of inclement weather, PE and music classes, shall be held remotely, unless an alternate site on campus is designated where the cohort can be contained with the appropriate physical distancing.

22. The Parties affirm that physical distancing limitations outlined above shall be maintained between the unit member and the students.

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

23. Meetings During 6-12 Hybrid Instructions:

The District shall hold all IEPs, 504s, and SSTs remotely. For assessments, the District will provide a mutually agreed upon safe space and appropriate PPE for the Unit Member and follow all protocols outlined by CDE, CDPH and Alameda County Department of Public Health.

All assessments for special education that have been referred to an outside contractor before the return to in-person instruction date will be completed by the outside contractors.

Psychologists, Resource Specialists, and Speech and Language Pathologists and itinerant Special Education Specialists schedules are to be developed by the specialist at each school site in consultation with the site principal or other administrator. Specialists who provide services from their work site will follow the same physical distancing requirements and be provided with appropriate PPE and a mutually agreed upon safe space. Specialists may provide in-person services while in the purple tier based upon student need, safety protocols, and the professional determination of all unit members who provide instruction or services in-person for that student.

Bargaining unit members have the option to work remotely when not teaching/interacting with students in person. All interactions that are expected to be held over Zoom can be done remotely.

All collaboration time will be self-directed by bargaining unit members, except one 55 minute block of time weekly for site directed collaboration.

24. Return to Distance

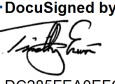
If Alameda County COVID case rates rise above 22 per 100,000, the District and AEA will reconvene to mutually assess and agree to additional safety steps and precautions, including the decision to remain in-person or return to distance learning, based on public health guidance and in consultation with the Alameda County health officer.

All additional opening and closing guidance for schools will be determined by the most restrictive of the standards outlined by the California Department of Public Health, CalOSHA, and the Alameda County Public Health Department.

25. 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.

Tentatively Agreed to on March 19, 2021

For the District:

DocuSigned by:

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Timothy Erwin, Chief Human Resources Officer

For the Association

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Judith Klinger, AEA President