

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
SAN LEANDRO TEACHERS' ASSOCIATION
COVID-19 PANDEMIC, 2021-2022
February 9, 2022**

The San Leandro Unified School District ("District") and San Leandro Teachers' Association ("Association") enter this Memorandum of Understanding ("MOU") regarding changes in working conditions necessary for teaching and learning related to Health and Safety during the coronavirus ("COVID-19") pandemic. The parties are committed to providing a strong educational model, while working to assure the health and safety of SLTA Members and their families, as well as the entire SLUSD community, in accordance with guidelines as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2021-2022 school year.

Health and Safety Guidelines

The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Alameda County Public Health Department (ACPHD). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines. Any changes will be mutually agreed upon in writing.

1. PPE, Masking, Ventilation and Cleaning

The District shall require the use of facial coverings ("masks") by all persons who enter district facilities in accordance with federal, state, and local guidelines currently in effect. Bargaining Unit Members shall have access to a new disposable face mask (N95, KN95, KF94 or surgical) to use each working day (ie: 5 per week). Priority will be given to the masks that provide the most protection. SLTA members can request extra masks if needed.

All students and educators shall be required to adhere to any CDPH mandates regarding wearing face masks in all areas of school sites. SLUSD shall provide face masks for all students. SLUSD shall post a notice at all school sites stating requirements related to wearing face masks. The District shall provide a notice for all Bargaining Unit Members to post in their classroom or workspace regarding the requirement for all staff and students to wear face masks.

Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). When the District requires a particular kind of facial covering or protective equipment, the District will provide the appropriate Personal Protective Equipment (PPE) to accommodate this requirement. The District shall require students to follow this directive to the extent applicable by law. PPE shall be provided to every bargaining unit member for students who do not have appropriate equipment. Face shields shall be provided upon request for Bargaining Unit Members, and for students during situations where there is one-on-one instruction.

- a) The District shall provide bargaining unit members face coverings (masks/face shields) and gloves at each work site on a daily basis.
- b) In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and district policies, and

provides equivalent protection to the PPE provided by the District. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined for not bringing their own PPE.

c) Bargaining Unit Members who cannot wear a mask because of an approved special circumstance such as a particular developmental or health diagnosis or doctor's order shall instead wear an appropriate or prescribed alternative face covering.

d) Students will be required to have their PPE (face mask/shield) on prior to entering campus, except for those students who have an approved PPE exemption on file. Their PPE (face mask/shield) is expected to be worn for the remainder of the school day. The mask can only be removed briefly for food and water if necessary.

e) To ensure the safety of all, school sites must exclude students from classrooms if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear their own mask or one provided by the school. Unit members are not responsible for supervising those students who are excluded from the classroom.

f) Where necessary, members such as nurses and members working in Moderate/Severe SDC students shall be provided protective coveralls, drapes, gloves, gowns and face shields.

g) Each classroom will be equipped with appropriate means for disposal of PPE.

h) The district shall provide hand sanitizer in every classroom and work space.

i) These items below will be made available as needed and requested:

- Masks
- Plexiglass shield
- Face shields
- Protective eyewear/goggles
- Surgical hair covering
- Disposable gowns
- Disposable nitrile gloves in sizes S-XL
- Disposable shoe covers universal fit
- Disposable vinyl gloves
- Hand sanitizer
- Pencils
- Disinfecting wipes
- Portable HEPA air purifier in classrooms/workspaces.

2. The District shall comply with the following hand washing logistical requirements:

- a) Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
- b) Every room with a sink shall be stocked with soap.
- c) Every classroom shall be provided hand sanitizer.
- d) Non-classroom workspaces shall be provided with hand sanitizer.
- e) In addition to classroom and non-classroom work spaces, hand sanitizer will be accessible in other high traffic areas on campus.
- f) Hand sanitizer and/or portable hand washing stations shall be provided at each ingress and egress point at all sites or any outdoor area where classes/recesses will be held.
- g) 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.

3. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected, 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. Bargaining unit members will not be required to clean or disinfect classrooms.
4. When a positive COVID case is identified as having been physically on campus the same day, the affected room(s) will be given priority to be cleaned and disinfected per CDC guidelines unless the room will be unoccupied for more than 24 hours. Impacted Bargaining Unit Members shall be notified when it has been concluded.
5. Bargaining unit members may choose to clean or disinfect areas of their own classroom or work space on a limited basis and will be provided with district approved cleaning supplies. Bargaining Unit Members who purchased cleaning supplies for their classroom or work space between April 1, 2021 to January 31, 2022 may submit receipts for reimbursement.
6. A portable HEPA filter will be placed in each staff bathroom that does not have a working exhaust fan so long as an electrical outlet is available in the room. Bathrooms without appropriate ventilation and without the outlet for the portable HEPA filter will be closed. These filters will be monitored and replaced based on factory recommendations.
7. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% of each unit's capability as indoor and outdoor conditions safely permit. Air filters have been upgraded to MERV-13 and shall be changed at the recommended intervals. Portables and/or other rooms without adequate HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. All information will be provided to the SLTA Leadership prior to the reopening and at regular intervals.
8. Contract Tracing and Communication
The District will comply with ACPHD guidelines for notifying members of potential exposure or exposure to suspected or confirmed cases of COVID-19 as required by AB 685. If there is an outbreak of COVID-19 in the classroom, the district will follow the directives from ACPHD.
9. COVID Testing
Bargaining Unit Members experiencing COVID-19 symptoms will be asked to leave campus and obtain a COVID-19 test, and will not have pay or leave time deducted. COVID-19 testing, shall be available free of charge for all Bargaining Unit Members at any of the District's testing sites. The district will identify and publicize any local testing sites that are open after hours and/or weekends. Staff members shall be given priority in lines at the District's COVID testing centers.

The District shall provide one take-home Antigen COVID test kit per week upon request for all Bargaining Unit Members, The District shall provide one test kit for Bargaining Unit Members and TK-12 students before vacations lasting one week or more through June 30, 2022. The District shall notify SLTA in the case that it is unable to obtain sufficient supply of take-home COVID tests and provide documentation. Families shall be requested to inform the district of any positive COVID test result before returning in-person to campus.

10. SB95 Extension

On September 30, 2021, SB 95 COVID-19 Supplemental Sick Leave expired. Following expiration of SB 95, employers were no longer required to provide supplemental sick leave to employees impacted by COVID-19. Accordingly, the San Leandro Unified School District process for leaves and absences reverted to following the current collective bargaining agreement Article X, Leaves of Absence. San Leandro Unified School District now seeks to mitigate the impacts of COVID-19 related absences for Bargaining Unit Members by proposing an extension of the terms of SB 95.

The parties agree to this memorandum of understanding to allow for an extension of the provisions of SB 95 COVID-19 Supplemental Sick Leave, including all such absences dating back to September 30, 2021. In the event of a COVID-19 related absence, including the care for a dependent family member who has been quarantined, this extension will grant employees up to 80 hours/two weeks of supplemental paid sick leave, consistent with the terms and requirements of SB 95, that will not count against Bargaining Unit Members accrued sick leave.

11. Meetings

Supervisors shall give Bargaining Unit Members the option to attend staff meetings in person or virtually from their workspace, including department meetings, grade level meetings and collaborations. Bargaining Unit Members will provide a link to their supervisor for any department, grade level, or collaboration meetings that are set up and hosted by Bargaining Unit Members.

In addition, grade level, department, and collaboration meetings (for example, Wednesday meetings at the Elementary Schools, Wednesday and Thursday meetings at the Middle Schools and collaboration days at the High Schools) where contracts have not been signed with an outside agency will be allocated for Bargaining Unit Members to collaborate and/or prepare for instruction as needed and determined by the affected Bargaining Unit Members. This does not apply to faculty meetings (monthly 90 minute) or other duties (excluding department meetings) as defined in Article VII, Section B of the Collective Bargaining Agreement.

The District will not sign any new contracts with outside agencies for the term of this agreement that would require additional Bargaining Unit Member participation during regularly scheduled staff meetings, department meetings, grade level meetings, or collaboration time. The above two paragraphs will be in effect for the remainder of the 2021-2022 academic year only.

12. During the terms of this agreement, the District and the Association agree that Bargaining Unit Members will earn twice the contractual in-lieu stipend. The in-lieu stipend will be \$100.00 per "regular" period, and \$150.00 per "block" period (which is at least 90 minutes). If less than half the block period needs to be covered by the unit member, the in-lieu stipend will be \$100.00. If two bargaining unit members elect to split the coverage of the "block period," each Bargaining Unit Member will receive half the "block period" stipend. The increased rate shall be in effect from the implementation date of this MOU through the end of the 2021-22 academic year.

13. The district will schedule half of the April 1 Professional Development Day to provide time for individual Bargaining Unit Members to prepare emergency substitute lesson plans, independent study activities, and for other professional duties that may have been postponed due to COVID-19 related workload.

14. Due to the evolving nature of the COVID-19 pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to health and safety of Bargaining Unit Members. The parties agree to meet and discuss any changes in Federal, State law, per health guidance that conflict with provisions of this agreement and negotiate any effects of such changes that are not otherwise addressed through this agreement.

The terms of this MOU are subject to Article V of the Collective Bargaining Agreement governing grievances.

15. This MOU will be fully implemented effective February 14, 2022 and will expire in full without precedent on October 31, 2022, unless both parties agree to either suspend or extend the agreement.

DocuSigned by:
Kevin Collins
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For SLUSD

2/9/2022

Date

DocuSigned by:
Glenn Bradeur
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For SLTA

2/9/2022

Date