

SWTA PROPOSAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST TEACHERS ASSOCIATION
AND
SOUTH BAY UNION SCHOOL DISTRICT
REGARDING THE SAFETY CONDITIONS FOR REOPENING SCHOOLS IN THE COVID-19 PANDEMIC

July 22, 2020

This Memorandum of Understanding is agreed between the Southwest Teachers Association ("SWTA") and the South Bay Union School District ("District"), collectively referred to hereinafter as "the parties", concerning the District's in-person reopening of schools during COVID-19 pandemic.

The District shall adhere to the most recent COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the San Diego County Department of Public Health. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines. Where there is a conflict between the various guidelines or orders, the District shall adhere to the *most restrictive guidelines* or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

This proposal is intended for implementation upon the resumption of in-person schooling. To protect our students, their families, and all school staff, we educators insist on the safest and most educationally enriching return to school possible.

Requirements for Safe Schools. For a safe return to physical schooling, science-based conditions must be met. We should only return to in-person/physical schooling under the following three conditions:

1. **A downward trajectory, or near zero incidence, of documented cases, hospitalizations, and positivity rates for at least 14 days in our local communities.** These are the [May 2020 CDC guidelines](#) for opening the economy. It is dangerous and imprudent to physically reopen schools under current conditions of community spread.
2. **The District establishes a system to ensure widespread, accessible, and frequent testing of students, staff, and when necessary: parents, contact tracing, and isolation of new cases.** Since 75% of infected people may not have symptoms, this is the only way to know if a student or staff member is infected.

3. **Implementation of fully-funded doctor-recommended COVID-19 prevention measures, including fewer contacts, six feet distancing, symptom screening, face coverings and Personal Protective Equipment, adequate ventilation, handwashing, cleaning and disinfecting, protection for those at greater risk which may include a remote assignment, and proactive school closures.**

Nevertheless, we recognize that we must prepare for the reopening of schools in the fall, whether it is in person (if the above requirements have been met) or continued through distance learning platforms.

1. Health and Safety

- a. **Health Screenings:** The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 will be sent home or sent to an isolation room on site pending travel home. Return to school protocols will follow CDC guidelines. (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-homepatients.html>)
 - i. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have had contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.
 - ii. SWTA members required to self-quarantine because of possible exposure, as defined by relevant health authority guidelines, shall not be required to utilize their own leave for the duration of the quarantine.
- b. **COVID-19 Testing:** All bargaining unit members shall be provided the opportunity for free, onsite COVID testing on at least a weekly basis. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved. All protocols agreed to or in place for follow up contact tracing/notification shall be applied to this testing as well.
- c. **Physical Distancing:** The District shall adhere to the following standards of physical distancing and will maximize the utilization of outdoor spaces.
 - i. **Classroom Space:** The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

- ii. **Student Lunch:** If the District requires students to stay in class for lunch due to unavoidable circumstances, the District shall compensate unit members for the loss of their duty-free lunch at the unit member's hourly rate of pay.
 - iii. **One-way Direction/Movement:** the District shall ensure that movement through buildings and hallways is unidirectional, maximizing physical distancing.
 - iv. **Multiple and Assigned Entry Points:** If the District requires a unit member to monitor ingress and egress locations, he/she shall be compensated at his/her hourly rate of pay for time worked beyond the duty day. No member shall be required to monitor ingress/egress during their prep time.
 - v. **Recess:** In order to maximize distancing and limit contacts, recess shall be modified, such as staggering times, maintaining intact groupings, having only outdoor recess, and/or preventing students from using shared equipment. The district shall provide personnel to ensure student compliance and relief for staff members for restroom breaks.
- d. **Meetings:** All District and site meetings and professional development involving SWTA members shall be moved to an online setting. Meetings with parents shall be held online when possible.
- e. **Masks:** In accordance with the current CDPH guidelines, the District shall require the use of face masks by both staff and students, sufficient to cover both the mouth and nose, is required during in-person instruction and whenever individuals are within 6 feet of others. Such masks shall be provided by the District. When appropriate, the District shall also provide face shields. 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). Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- i. The District shall provide safety and sanitation training, including proper mask usage, prior to the return to school. The District shall also provide these safety guidelines to parents.
 - ii. **N95 Respirators and Face Shields:** The parties agree all members shall be provided N95 masks when possible. The parties recognize a current shortage in supplies and agree to the following:
 - 1. Respiratory protection is important for unit members caring closely for individuals who present COVID-like symptoms, such unit members shall be provided N95 respirators, that are fit tested by a trained professional.

2. Unit Members with high numbers of daily workplace contacts or close contact with students who are unable to wear a face mask and/or properly social distance, shall also be provided N95 respirators, that are fit tested, by the District.
 3. Face shields shall be provided to SLPs, SpEd, preschool and primary teachers, nurses, and any additional SWTA member who requests a face shield.
- f. Hand Sanitization: The District shall comply with the following hand washing logistical requirements:
- i. Every room with a sink shall be stocked with no-touch: soap, hand sanitizer, and paper towel dispensers;
 - ii. Every classroom shall be provided hand sanitizer;
 - iii. Non-classroom workspaces shall be provided hand sanitizer;
 - iv. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
 - v. 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 school day or between sessions.
- g. Daily Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected daily by trained custodial staff, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by federal, state, and/or local health officials.
- h. School Nurses:
- i. During the 2020-21 school year, each school site shall be assigned at least one full-time Registered Credentialed School Nurse.
- i. Ventilation: The District shall ensure all HVAC systems operate on the mode which delivers the most frequent air exchanges per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals. Portables and/or other rooms without adequate, or functioning, central 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 classroom doors and windows shall remain open to provide fresh air ventilation and air flow.
- i. All areas used as the isolation space/room of individuals presenting COVID-19 symptoms shall be equipped with adequate ventilation with the use of minimal recirculated air. Air

filters in the isolation space/room shall be MERV-16 or higher and changed at the recommended intervals.

- 2. The District shall provide an updated Injury Illness Prevention Plan (IIPP) to all unit members. The Parties agree to incorporate into the IIPP COVID-19 safety protocols as stated herein.

- 3. All components of the current Collective Bargaining Agreement between SWTA and District not addressed by the terms of this agreement shall remain in full effect unless agreed otherwise in this or subsequent MOUs. SWTA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.
 - a. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

It is agreed and understood that this agreement is subject to the approval of SWTA and the SBUSD Governing Board.

SOUTHWEST TEACHERS ASSOCIATION

DATE

SOUTH BAY UNION SCHOOL DISTRICT

DATE