

# Tentative Agreement on

## Memorandum of Understanding

between Stockton Unified School District and

Stockton Teachers Association

### Regarding COVID-19 Health & Safety

Stockton Unified School District ("District") and Stockton Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding ("MOU") regarding COVID-19 health and safety during the 2021-22 school year. The terms of this MOU shall remain in effect for the 2021-22 school year or until modified by mutual agreement between the District and the Association.

The Parties affirm all provisions in, and obligation to comply with the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.*; this MOU; and all provisions of the Parties' Collective Bargaining Agreement ("CBA") not in conflict with this MOU.

The Parties agree to the following:

#### 1. Guidelines and Orders: Adherence and Reporting

##### a. Adherence

- i. The District and Association bargaining unit members will comply with the safety requirements set forth in state and federal laws, and shall adhere at minimum to applicable COVID19 guidelines issued by the Centers for Disease Control ("CDC"), the California Department of Public Health ("CDPH"), the California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the San Joaquin County Office of Education, all in accordance with San Joaquin County Public Health Department ("SJCPHD") localization of these requirements to our county.
- ii. Where there is a conflict between the various guidelines or orders, the Parties shall adhere to the most stringent guidelines and orders to minimize potential health and safety risks for all unit members, students, and their families.

##### b. Changes

When changes to guidance or orders issued by the entities aforementioned in 1.a would lead to the District implementing negotiable changes to working conditions, the Parties agree to meet within two (2) working days to negotiate the impacts and effects. This meeting may be waived subject to mutual consent of the Parties.

##### c. Reporting

In the interest of protecting community and workplace health, any employee shall have the right, without retaliation, to alert the District (beginning with the teacher's immediate supervisor) in writing to any working condition presenting a risk to health or safety. The alerted supervisor shall, within two working days, respond in writing to the employee stating what has been done to make the condition safe or, if no action will be taken, what informational updates are available. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints, or to bring a grievance for violation of this MOU.

- i. Employees retain the option to report indirectly through another entity (liaison, admin-designated office staff, etc.) for this purpose, recognizing that timelines follow the supervisor's receipt.
- ii. This provision includes, but is not limited to, PPE supply requests.

d. Informing

- i. The District, pursuant Labor Code Section 6409.6 and other law when applicable, will provide STA with notice should it learn of a confirmed COVID19 infection of an employee or student and at which campus or work site the infection was found or suspected. The Parties understand this notification is subject to guidance by public health officials, as well as confidentiality rights. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more, cumulative in a 24-hour period) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.
- ii. To the extent permitted by law, the Association shall be provided daily information about positive cases pertinent to the District context.

2. Progressive Discipline for Non-Evidence of Testing or Vaccination

- a. The weekly turnover for evidence submission is the end of business Friday. Anything submitted after is considered a submission for the following week.
- b. **Infraction Weeks:** Whenever a whole week is “missed” (employee has submitted no evidence of full vaccination nor testing the whole week), the employee will receive the next step of progressive discipline per the sequence below. In every step, the employee will be automatically notified every workday:
  - i. that they missed a required testing week;
  - ii. that they are explicitly directed to do one of the following the current week:
    1. provide proof of full vaccination (two weeks after final dose), or
    2. get tested at a District testing site, or
    3. get tested at their own medical provider and provide evidence of testing results, expressly including the option of a saliva PCR test (AKA “the spit test”) through their medical provider as long as it meets CDPH guidelines as a laboratory PCR test / NAATs.
  - iii. that the next step of progressive discipline will become necessary if the employee additionally misses the current week as of the close of business Friday.

1st week missed	Employee receives daily reminders
2nd week missed	Employee receives letter of concern
3rd week missed	Employee receives letter of reprimand
4th week missed	Employee required to make a decision (per language in 2.c below)

c. Employee choice

The employee will be offered the choice to either (1) voluntarily resign or retire, or (2) voluntarily request unpaid leave per 7.16.1, or (3) voluntarily enter into unpaid leave knowing the member has 14 working days or less to secure and provide the District with evidence of testing results or evidence of full vaccine verification.

Subsequent conditions:

- if the employee does not voluntarily choose option 1, 2, or 3 (as set forth in the prior paragraph);  
or
- if option 2 is chosen but denied and the member does not then choose option 1 or 3;  
or



- if the employee chooses option 3 and subsequently does not follow through with providing the required evidence during unpaid leave;

The employee will be notified in writing that in any of the three conditions above, Education Code will become applicable in light of any suspension and/or dismissal proceedings.

An employee choosing to voluntarily resign or retire will receive full District coverage for their current medical plan for one additional month following their last monthly salary compensation.

An employee on either form of unpaid leave per this provision who then provides the required evidence will return to work accordingly.

### 3. Face Coverings and Other PPE

- The District shall require that appropriate face coverings be worn properly to cover the nose and mouth at all times by all individuals (whether staff, students, or visitors) whenever indoors on a District site. "Appropriate face coverings" shall adhere to the CDC's list of recommended masks., outlined at the time of this MOU as follows:

Appropriate Masking	Inappropriate Masking
Medical procedure masks (sometimes referred to as surgical masks or disposable face masks)	Masks made from materials that are hard to breathe through (such as plastic or leather)
Masks that fit properly (snugly around the nose and chin with no large gaps around the sides of the face)	Masks that do not fit properly (large gaps, too loose or too tight)
Masks made with breathable fabric (such as cotton)	Wearing a scarf/ski mask as a mask ( <i>elaboration added: clothing/materials not designed as breath-filtering</i> )
Masks made with tightly woven fabric (i.e., that do not let light pass through when held up to a light source)	Masks made from loosely woven fabric or that are knitted (i.e., fabrics that let light pass through)
Masks with two or three layers	Masks with one layer
Masks with inner filter pockets	Masks with exhalation valves or vents

- Exemptions:
  - Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. For unit members and students who cannot wear a mask according to section 2.a, face shields with filtering neck drapes (e.g. tucked into the shirt or otherwise not allowing unfiltered air flow) shall be used instead.
  - Exemptions for specific students shall be communicated with all staff the student has direct contact with.
  - Whenever unit members will be in contact with a mask-exempt student (or a student for whom the need for exemption is being evaluated), such unit members will be immediately notified of the student's full or partial participation in general education class and other service areas. Such unit members will also be simultaneously informed of, and provided immediate access to, additional PPE available for their instructional environment in light of the student's determined exemption (or investigation of possible exemption).

- iv. Face shields used alone (i.e. with open air access to the sides and/or underneath) are never to be considered appropriate face covering on their own.
- v. The only instance in which neither masks nor draped face shields are required is for those with medical apparatus when such a mask or shield would prevent or obstruct the use of the apparatus.
- vi. Any face mask exemption requirements must be approved through Risk Management (for unit members) or Health Services (for non-employees).
- vii. Face coverings shall not apply during early childhood times of sleep or eating.

Updates or clarifications on mask guidance shall be addressed per section 1.

- c. The District shall continue to make enhanced PPE equipment (such as gowns, shoe coverings, KN95 masks, shields and drapes) available to all staff as needed.
- d. Upon request, the District shall provide unit members with face coverings consistent with the [list of recommended masks](#) outlined by the Center for Disease Control and Prevention (CDC). Unit members may bring their own PPE so long as the PPE complies with public health guidelines 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 or evaluated negatively for not bringing their own PPE. In no case shall a unit member be required to work without appropriate PPE. If the District or Administration directs a unit member to work without appropriate PPE, that member may refuse that assignment with no loss of wages, benefits or leave balances. Additionally, the member shall not be disciplined or evaluated negatively as a result of the refusal of that assignment.
- e. Site methods (and accompanying methods for staff requests) for providing PPE and related health supplies shall be explicitly communicated to staff. This may include central on-site pickup locations staff may approach to collect what is needed, or may indicate specific staff members designated for handling distribution.
- f. To ensure student masks are not unduly loose within indoor school environments (airflow out the sides, constant slipping off the nose, etc.), District mask provision for students must include sufficient options to accommodate age and size-appropriate for every student's physical development. The District shall inform all staff of mask types availability.
- g. For simplicity and consistency of execution, the District shall email all members a plan to deal with students and others who are not in compliance with the face covering requirements, to include examples of statements and explicit actions members will be supported in following. At a minimum, such non-compliance shall be treated as an immediate and imminent safety threat upon reaching a threshold of defiance or of a chronic lack of sustained compliance.

#### **4. Testing, Contact Tracing, Exposures, Isolation, Quarantine, and Return**

- a. Recognizing that REMS / safety plans for every District site must be appropriately available and up-to-date, such safety plans shall be appropriately communicated and made available to staff.
- b. The District shall follow the California Department of Public Health and County Public Health protocols/guidelines regarding testing and contact tracing regarding exposure and/or confirmed positive test(s) for COVID-19. Students shall be monitored throughout the day for signs of illness. The District shall conduct screening of all staff, students, and other visitors entering District sites. This includes staff visual wellness checking for observable symptoms, as well as self-monitoring and self-reporting (e.g., Qualtrics) by staff and students' families.
  - i. To help enable accurate exposure reporting, all unit members must be given access daily (and

retroactively) to self-report their own exposure-proximity to any individual (15 minutes within 6 feet). This employee-reported proximity data, whenever provided by a member, shall be utilized in the District's exposure-tracing practices.

- c. Each site will identify a specific isolation area for students and/or staff who are exhibiting symptoms related to a possible COVID-19 illness. Students or staff exhibiting symptoms of COVID-19 at school must be immediately isolated in this private area until they can leave school or be picked up by a parent or guardian. Site sick-isolation areas must not be concurrently purposed (or used) as work spaces, through-traffic walking areas, or any other purpose involving the presence of non-symptomatic persons. This includes never using the isolation area for meetings outside school hours. Any such isolation area shall be sanitized daily.
- d. Whenever any student exhibits the aforementioned symptoms, staff shall refer the student to site health oversight for screening and examination. Site health oversight shall check for signs, symptoms, and exposures, as well as underlying health conditions, so that students are not unnecessarily excluded from school due to underlying health conditions. Whenever any student is determined to be exhibiting one or more symptoms of COVID-19, the relevant parent/caregiver(s) must be contacted with reference as needed to student health history forms, emergency cards, or online database students records.
- e. Student school exclusion and return.
  - i. The District will ensure that the student is marked absent and will ensure follow up with the student/family regarding testing, and any medical follow up or days to stay home. Unit members will not be responsible for this step.
  - ii. Teachers shall be alerted whenever students will not be in attendance. This alerting shall apply both to classroom teachers per student enrollment as well as to student-support roles connecting the student to a teacher (e.g., a student's RSP caseload manager).
  - iii. Teachers must ensure that students have access to instructional inclusion despite being quarantined. Students must not be penalized for inability to access instruction in a timely manner. This shall not be construed to indicate live-streaming or any form of live instruction for in-person-instruction students who are temporarily quarantining.
  - iv. It is the expectation that students who are absent due to a COVID-19 health-related condition and/or quarantine receive teacher communication to the extent needed for completion and submission of assignments (e.g., this could be as simple as assigning work and answering questions as needed via email, phone or another method, or it could mean helping students catch up upon return if such an approach is best in the eyes of the teacher and student's family).
  - v. The District shall provide all required technology, tools and/or training to facilitate compliance with AB130 and ensure that all quarantined/isolated unit members and students have access to the following:
    - 1. **As needed:** computer and/or internet hotspot, including provision at minimum for newly-enrolled students.
    - 2. **As needed:** hard and/or digital copy of required instructional materials (textbooks, workbooks, handouts, etc.).

## 5. Health and Safety Leaves

- a. Any state resumption or continuance of C19SPSL shall be implemented preceding this section.
- b. Any COVID related employee leaves taken prior to March 29, 2021 using non C19SPLC provisions are reimbursable to the employee by written request based on the above mentioned provisions. ([www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm))



c. **According to the requirements of the 2021 SPSL law:**

Employees taking 2021 SPSL as of September 30, 2021 may continue to take the leave they are currently on even if the entitlement extends past September 30, 2021. For example, an employee who exhibited symptoms and was recommended to isolate on September 28, 2021 may continue to utilize the 2021 SPSL they would be entitled to even if that isolation is required to extend into October 2021, and be paid for the time according to the requirements of the 2021 SPSL law.

- d. Under specific conditions identified in this subsection, SUSD will provide fully paid leave for up to six days for employees who are required by the District or their private physician to not come in to work for reasons related to COVID mitigation processes.

To qualify for District-sponsored COVID-related leave, at least one of the following conditions must also be fulfilled (to avoid pay docking, or sick leave or another form of leave having to be utilized):

- Qualtrics directs employee to stay home
- Risk Management directs employee to stay home
- Physician directs employee to stay home

Whenever it is determined that such an employee contracted COVID due to a verified OSHA workplace exposure the employee will be provided with fully paid leave until they are cleared to return to work, including utilization Workers Compensation. Whenever this would result in the employee receiving less than their normal full compensation, the District shall supplement Workers Compensation such that the employee receives their normal full pay rather than any decrease in pay.

## 6. **Cleaning and Sanitizing**

- a. In light of stated District practice of universal daily touch-point sanitizing:

Within five (5) instructional days of ratification, the District shall notify all District staff in writing of exact guidance on touch-point sanitizing expectations, to include:

- materials used
- locations / work spaces impacted
- surfaces misted
- frequency

Additional review with each site staff shall adhere to District announced guidance.

- b. Regular deep cleaning and sanitizing of classroom spaces and staff workspaces shall be completed by trained staff per CDPH and County Department Health Guidelines and Orders. Any indication this is not taking place should be reported to the site administrator per section 1.c of this MOU.
- c. Any cleaning and sanitizing involving potentially harmful chemicals shall occur with sufficient for chemical dissipation prior to the space being occupied by staff, students, administrators, or visitors.
- d. Site rooms shall be sanitized within twenty-four (24) hours of the known extended presence (15 minutes or more) of any person with COVID-19 symptoms. In the event a school/classroom requires closure based upon County Public Health recommendation and/or a confirmed COVID-19 infection or exposure has occurred, the District will await County Public Health guidance regarding cleaning/sanitization procedure. However, at a minimum, the District will perform a deep cleaning and sanitize the school/classroom.



## 7. Air Ventilation and Filtration

- a. 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.
- b. The District shall maintain that all HVAC systems operate on the mode which delivers at least six (6) fresh air changes per hour (including disabling demand-controlled ventilation) or at least 15 Cubic Feet per Minute (CFM) of outdoor air per room occupant during occupied hours, as documented within the prior eighteen (18) months by a test, adjust, and air balance (TAB) report prepared by a technician certified by either the AABC, NEBB, or TABB (Associated Air Balance Council, National Environmental Balancing Bureau, or Testing, Adjusting, and Balancing Bureau). Wherever no TAB report has been conducted within the last eighteen (18) months, an initial TAB report shall be completed no later than January 31 of 2022.
- c. The District shall ensure that building control systems, thermostats, and general mechanical systems shall be operated in occupied mode (including normal or peak outside air rate introduced to each space) for a minimum period of 1 hour prior to occupants re-entering buildings are programmed to operate ventilation fans at least one hour before school starts, continuously during the day, and 1 hour after school ends. The District shall thus ensure a daily flush of any school site area where unit members and/or students will be present prior to occupancy.
- d. All HVAC equipment shall be replaced with new MERV13 filters per industry-recommended intervals at minimum. Likewise, all HVAC ionizers shall be cleaned per industry-recommended intervals and methods at minimum.
- e. Employees shall be regularly provided explicit confirmation (regarding their own workspaces or sites at minimum) of all filter replacements, ionizer cleanings, and most-recent or newly-conducted TAB report results (as well as UV devices following installation). This includes the ongoing schedule of planned maintenance on said devices as well as confirmation of completion of scheduled maintenance milestones.

## 8. Close-Quarters Gatherings

- a. Back to School and Open House shall be held virtually for the 2021 - 2022 school year.
  - a.1. Additional large scale events, such as graduation, will be reviewed per scope of activity, location of event, and current CDPH guidelines, to determine how the event will be executed.
- b. Smaller scope gatherings (e.g., parent/teacher conferences, IEP's, 504's) can be held in person or virtually, at the discretion and availability of the teacher and parent/guardian, except where mandated otherwise by law.
- c. District-wide PD days shall be accessible both virtually and remotely such that each unit member has the option to participate either virtually or remotely. The Parties understand this amounts to a single remaining PD day in January.
- d. Site faculty meetings shall adhere to CDPH guidelines and shall generally be held in person. Admin at its discretion may conduct hybrid and/or virtual staff meetings.
- e. Collaboration/PLC meetings shall be conducted in person, adhering to the CDPH guidelines.



**9. Compensation and Support**

- a. A one-time, off-salary-schedule increase of 4% (based on the salary schedule at the moment of ratification) shall be paid to all members, understood by the Parties as compensation for labors unique to the 2021-2022 school year:
  - i. The periodic time and effort of employees achieving and maintaining full vaccination;
  - ii. The weekly time and effort of employees completing weekly testing;
  - iii. Elevated Independent Study roles of teachers;
  - iv. Labor shortages necessitating interdependence across all District labor, various pandemic-induced labor demands incumbent upon teachers creating extra work

The Parties mutually recognize this remuneration is intended to compensate for all employee health and safety labor concerns related to COVID known as of ratification.

- b. The District will continue to provide internal COVID testing opportunities. SUSD will additionally provide an opportunity for employees to be vaccinated through HR Supports available at Chavez, Edison, Stagg and Franklin High Schools between the hours of 8 am - 5 pm.

Employee-pursued exemptions regarding health protocols are to be pursued as accommodations through Risk Management.

- c. Beginning October 18, 2021 and ending the 2022-2023 instructional school year all substitute teachers, will be compensated at the following rates:

\$200 (daily rate)	short-term (days 1-5)
\$250 (daily rate)	long-term (days 6-18)
appropriate placement on salary schedule (daily rate)	18/+ consecutive days in the same assignment
\$350 (daily rate)	Retired teachers who substitute
\$300 (daily rate)	current bargaining unit member Program Specialists, Instructional Coaches or regular classroom teachers who substitute for classes in addition to their normal duties
\$42.50 (hourly rate)	<p>Preschool hourly sub rate</p> <ul style="list-style-type: none"> <li>▪ This applies to qualified preschool substitutes and/or current preschool Standard Permit teachers who choose to substitute in an AM/PM or Head Start duration setting.</li> <li>▪ Head Start teachers and/or associate teachers located in stacked classrooms who choose to substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program.</li> <li>▪ Current SUSD ECE Program Specialists who substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program.</li> </ul> <p>At no time shall this modified Preschool rate reduce a member's compensation rate.</p>




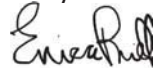
Whenever SUSD Program Specialists and Instructional Coaches provide coverage for classes without a teacher, they will be compensated for the full daily rate when covering a full day. Working a partial day and otherwise compensated fractionally equivalent to a teacher working their preparation period covering another teacher's class.

For this subsection's provision, at the high schools, when current SUSD Program Specialists, Instructional Coaches or regular classroom teachers provide coverage for classes without a teacher, they will be compensated per period based on the above daily rate divided by the number of periods they are assigned. For example: At Chavez HS with a 4 period day a SUSD Program Specialists, Instructional Coaches or regular classroom teacher would receive \$300/4 as a per period rate. A retired teacher would receive \$350/4 as a per period rate. A school with six periods (e.g. five classes and a preparation period) would use rates of \$300/6 and \$350/6 respectively.


All components of the Parties' current CBA and District not addressed by the terms of this MOU shall remain in full effect. This MOU sets no precedents, enacts its provisions from ratification through June 30, 2022, and shall only be extended or modified by mutual written agreement. The Parties reserve the right to negotiate any additional impacts related to Health, Safety, and COVID19.

FOR THE ASSOCIATION:

 11 / 08 / 2021  
\_\_\_\_\_  
Felice Bryson-Perez, President

 11 / 08 / 2021  
\_\_\_\_\_  
Erica Richard, Bargaining Chair

FOR THE DISTRICT:

 11 / 08 / 2021  
\_\_\_\_\_  
John Ramirez Jr., Superintendent

 11 / 08 / 2021  
\_\_\_\_\_  
Nancy Lane, Interim Asst. Supt. H.R.