

MOU between Acalanes Education Association and The Acalanes Union High School District

Acalanes Education Association (AEA) and The Acalanes Union High School District enter into this Memorandum of Understanding regarding the impact of COVID-19.

The parties recognize that safety protocols are important to prevent the spread or transmission of COVID-19. Both parties agree to meet and confer as needed as health conditions change. The District will follow the requirements of Cal/OSHA, California Department of Health, the Contra Costa Health Services department.

The parties agree to the following:

1. Safety Conditions:

- a. The District shall comply with State, County and Cal-OSHA regulations regarding COVID-19 in public schools. The existing Illness Injury Prevention plans will be updated to ensure working environments remain safe.
- b. Employees will receive training on CDPH and Cal/OHSA requirements and school protocols for safety at the start of the year.
- c. The District will maintain paper towels and hand soap in all bathrooms and hand sanitizer dispensers in every classroom and provide bottles of hand sanitizers for offices.
- d. The District will ensure that areas in which unit members are assigned to work are cleaned daily and kept stocked with hand sanitizer and supplies.
- e. The District encourages all employees to bring masks, as per the current CDPH and other guidelines, as they are required for employees in every indoor area when students are present. Employees must wear appropriate masks that fully cover the nose and mouth. In the event that an employee requests a mask, schools will maintain an adequate supply on site for employee use. Gloves will be provided upon request.
- f. All staff are expected to enforce all mask requirements set forth by CDPH. Students are required to wear masks in classrooms and indoor areas.
- g. Employees should practice physical distancing whenever possible.
- h. All employees at sites should self monitor for symptoms and not come to work when sick.
- i. The District will ensure employees have access to free testing upon request.

- j. The District will work with nurses on school procedures to ensure symptomatic students are kept isolated in an area until parents can pick them up.
- k. Should a member of the staff test positive for COVID-19, the employee must contact the HR Department, and the District will conduct its own contact tracing. Everyone with whom they may have had contact shall be notified and, depending on vaccination status, quarantined or monitored.
- l. Employees will be required to attest to vaccination status. Employees may decline to state whether they are vaccinated. Unvaccinated members and those declining to state on the survey must wear a mask at all times indoors.
- m. The District prohibits retaliation against employees who report colleagues for failure to comply with mask requirements. Any employee who engages in retaliation shall be subject to progressive disciplinary action, including loss of pay.
- n. Common areas and touch points in offices will be sanitized daily (light switches, countertops, doorknobs, and door handles).
- o. The district will communicate visitor expectations to parents in accordance with State and local safety requirements, including masking indoors, making appointments with staff, and holding meetings (IEP, 504 etc) virtually when convenient for both parties.
- p. The District shall ensure that all HVAC systems operate on the mode which delivers the most fresh air changes per hour. All filters shall be MERV-13 and will be changed at appropriate intervals. Staff shall be provided with appropriate industry standard protective equipment when changing the filters. HVACs will be set to run automatically from 7:00 a.m.- 4:00 p.m.

2. Communication:

- a. The District will notify AEA leadership of any changes to Cal/OSHA regulations or CDPH requirements.
- b. Should any requirements change, parties will meet to discuss necessary communication and changes/updates to the MOU.

The District and AEA acknowledge that the circumstances regarding the impact of COVID-19 on schools are rapidly changing and both parties reserve the right to negotiate any unanticipated additional impacts in the 2021-22 school year. The parties share joint interests in keeping communications open and working collaboratively for the benefits of students, staff and the community as events continue to unfold.

This MOU shall expire in full without precedent on June 30, 2022.

AEA

AUHSD