

Proposed
Memorandum of Understanding
Between
Fairfield-Suisun Unified School Teachers Association
And
Fairfield-Suisun Unified School District
COVID-19 Pandemic and Reopening of School 2021-2022

September 2, 2021

Fairfield-Suisun Unified School District and Fairfield-Suisun Unified Teachers Association enter this Memorandum of Understanding enter into this agreement to address the reopening of schools for the 2021-22 school year. Both parties put a premium on the safety of all people who are on a school site. The parties shall:

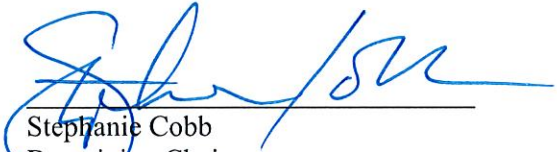
- 1) Adhere to all guidelines set forth by the California Division of Occupational Safety and Health (Cal-OSHA), California Department of Public Health (CPDH), and COVID-19, Public Health Guidance for K-12 Schools in California 2021-22.
- 2) This MOU is subject to Article 9, Grievance Procedure of the District and Association Collective Bargaining Agreement, and shall expire in full without precedent on June 30, 2022, unless extended by mutual written agreement of the Parties.
- 3) Wear a mask at all times indoors unless there is a medical note excusing the member from wearing a mask. N-95 masks will be provided upon request from a bargaining unit member.
- 4) Meetings:
Staff meetings will be in the safest environment possible for staff.
 - a. The venue for all staff meetings will be as such that participants will be able to safely distance themselves with as much space as possible, a goal of six feet with a minimum of three feet.
 - b. The site administrator has the option to hold staff meetings virtually.
- 5) The District will follow guidelines as outlined in Assembly Bill 685, enacted on November 30, 2020, which include:
 - a. The District, within one business day, would notify any member of a site with a notice of potential exposure.
 - b. The District, within one business day, would notify F-SUTA of a site with a notice of potential exposure.
 - c. The District will maintain these records for a minimum of three years.
- 6) Per Article 17.1.f, the district shall maintain a safety plan. Copies of the plan will be covered at the school site and be covered before the beginning of school.
- 7) The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour when in use and will follow Article 17.1.i.
 - a. F-SUTA Site Representatives will be given upon notice when the HVAC filter changes occur upon request as per Article 17.1.i.
 - b. Air Purifiers as available will be delivered to classrooms upon request.
 - c. Members will notify site administration for replacement air purifier filters.
 - d. Members are encouraged to open windows and doors to allow airflow.

- 8) The District shall provide proper PPE supplies to meet student and employee needs including face coverings, gloves, cleaning supplies, handwashing supplies, hand sanitizer, and anything else readily available in the district warehouse. Including additional supplies to meet the needs of H. Glenn Richardson staff. (there is an understanding the district may be in a position where a supply of an item is not available)
 - a. Plexiglass shall be distributed to members on a first come first serve basis, if available.
 - b. Unit members who pass the Pest Control assessments will receive the cleaning supplies (spray, gloves, and rags) within 5 workdays of notification to the administrator.
- 9) The FSUSD Illness and Injury Prevention Program (IIPP) was provided to F-SUTA. Any revisions to the IIPP will be provided to F-SUTA.
- 10) Medical Accommodations: FSUSD will work with employees when they are absent and faithfully complete the interactive process with each employee in accordance with the bargaining unit agreement and statute as the need may arise. If the unit member is unable to accept all offered alternative assignments, the interactive process and Article 23: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (FMLA).
- 11) Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources by email as soon as possible. FSUSD will work with employees when they are absent from work due to any of the “qualifying reasons for leave related to COVID-19”.
 - a. Staff must provide health provider documentation regarding any leave related to COVID-19, when appropriate.
 - b. Staff members will enter their absence in the Frontline Employee Management System and contact Human Resources for the next steps in documenting leave specifically related to COVID-19.
- 12) Leaves:


The District shall provide the Covid-19 leave provided by the state until September 30th. If the state extends the Covid-19 leave, the district will notify all employees of the change and availability of such leave. The District agrees to meet and negotiate this item if not extended by the State of California.
- 13) Staff members will fill out a declaration of vaccination form provided by the district. The responses will be kept confidential and used as part of the contact tracing process outlined in the district IIPP. Those members who are not vaccinated or decline to state will be tested weekly in accordance with state mandate and CDPH guidelines. The district will provide a weekly test and location for the testing.
 - a. Beginning on September 15th, unit members who are not vaccinated may utilize the district weekly COVID testing or they may access COVID testing privately.
 - b. Unit members who are showing symptoms may get a COVID test at a district location.
 - c. No unit member shall be required to administer COVID testing to other staff.
 - d. Students who exhibit symptoms of COVID shall be sent to a safe space for evaluation or testing other than the nurse’s office.

14) FSUSD COVID-19 Safety Plan (CSP) was provided to F-SUTA. Any revisions to the CSP will be provided to F-SUTA.

Signed the is day of September 2, 2021


Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 09-08-21


Kenneth Whittemore
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 9-7-21