

## GUSD 2021-22 Campus Safety MOU

Memorandum of Understanding between  
Glendale Teachers Association  
And  
Glendale Unified School District

The Glendale Unified School District, "The District", and the Glendale Teachers Association, "the Association," hereby enter into this Memorandum of Understanding regarding the effects of returning to full in-person instruction on GUSD campuses while mitigating the impacts of COVID-19. The effective date of this Memorandum of Understanding is September 21, 2021.

1. Unless otherwise specified in this MOU, the provisions of the Collective Bargaining Agreement between the District and Association shall remain in full force and effect.
2. COVID Compliance Officer and Task Force
  - a. The District shall adhere to all protocols contained in the current and any revised Los Angeles County Department of Public Health ("LACDPH") "Reopening Protocols for K-12 Schools."
  - b. In accordance with the LACDPH's "Protocol for COVID-19 Exposure Management Plan in K-12 Schools," at every site in which unit members work, the District shall designate a COVID-19 Compliance Task Force and COVID-19 Compliance Officer. At each school site, the Lead GTA Site Representative (or designee selected by the lead site rep) shall serve on their site's COVID-19 Compliance Task Force. Retroactive to August 16, 2021, any unit member who serves on a COVID-19 Compliance Task Force shall be compensated with a \$60 monthly stipend to compensate for COVID-19 Compliance Task Force duties performed outside of their contractual hours. GTA shall be informed of the names of all members of all task forces and the name of the Compliance Officer at each site.
  - c. The safety plan at each site shall ensure that unit members will not be responsible for removing individuals who are out of compliance with safety rules and procedures from classrooms, workspaces, or campuses.
3. Masks
  - a. The District shall ensure masking requirements are enforced in accordance with the most current LACDPH guidelines.

b. The parties strongly encourage that masks are worn at all times while on District grounds. CDC compliant face masks shall be worn over the face and nose of all individuals regardless of vaccination status. Masks shall be worn while indoors in a District facility at all times with the exception of the following: (1) when outdoor space is not available for eating meals/snack; (2) when individuals are medically approved to wear face shields with neck drapes; (3) when IEPs and/or a 504 Plan allow for students to wear face shields with neck drapes or other reasonable accommodations; (4) when adults are alone in a classroom or a private office; or (5) when individuals take a quick sip of a drink or bite of food while indoors. Masks shall be worn by students and staff outdoors on District facilities at morning drop-off/entry, at dismissal, during assemblies, and during outdoor drills.

c. Any individual with a documented condition that exempts them from mask wearing must undergo COVID-19 testing at least twice per week, unless they provide proof of full vaccination.

d. Beginning no later than August 16, 2021, each school site shall provide information to all parents and students about expected mask wearing behavior and reminders shall be published as needed throughout the 2021-22 school year, but at least monthly. Unit members shall partner with District administrators in modeling, teaching, and enforcing proper mask-wearing on GUSD campuses. Each school site shall develop protocols to enforce mask wearing requirements. Nothing in this MOU shall prohibit bargaining unit members from exercising their California Education Code and contractual rights to class suspend students.

#### 4. Physical Distancing

a. The District shall ensure physical distancing in accordance with the most current LACDPH guidelines.

b. The District shall minimize access to all campuses, including by parents and unvaccinated volunteers/community partners. All school tours, including tours for prospective families, shall follow LACDPH guidelines and shall occur outside of the contractual day of unit members who work on campus. Back to School Night shall be conducted virtually. The parties agree to negotiate the protocols around Open House no later than sixty (60) days prior to GUSD's first Open House of the 2021-22 school year.

c. When physical distancing is not possible, any organized assembly or event during the contractual day with more than one class in

attendance shall occur outdoors, and the District shall ensure that masking and appropriate physical distancing are maintained.

d. Unit members shall not be required to attend in-person staff meetings. A virtual option shall be made available to those who elect to attend remotely from the worksite.

e. Upon a unit member's request, the District shall move and/or store furniture, rugs, tubs, and other materials for the purpose of maintaining appropriate physical distancing within the classroom or workspace.

f. School site administration shall develop and implement a plan to use outdoor spaces for snack and lunch. In the event the District calls an "Inclement Weather Day," students may eat snacks and eat lunch indoors only if outdoor space is unavailable. General education classrooms may be used for indoor eating as a last resort.

5. Morning Screening

Prior to being permitted on campuses and GUSD worksites, all individuals shall undergo a health screening that follows current LACDPH guidelines. Any parent volunteer and community partner who will be volunteering/working on campus must provide proof of full vaccination or provide proof of a negative COVID-19 test taken within forty-eight (48) hours of entering the campus. Unit members shall not be responsible for implementing COVID-19 screening procedures. On a daily basis, unit members shall enter campuses and worksites after receiving clearance through a check-in process with a designated person at the campus gate/doorway or, if that person is not present at the time or location of entry, after receiving clearance via a digital app whose results are shared electronically with the district and site administrator.

6. Vaccinations

The District shall continue to promote, secure, and facilitate COVID-19 vaccinations for all employees and students who are eligible to receive a vaccine or booster, and the District shall extend this opportunity to family members of employees and students whenever feasible.

7. Staff Vaccination

All unit members shall be required to complete a vaccination status questionnaire. Except as permitted by law and in order to facilitate contact tracing and fulfill testing requirements, site and District administration shall maintain confidentiality regarding the individual vaccination status of unit members. All unit members and all other District employees who do not

provide proof of being fully vaccinated for COVID-19 shall participate in mandatory COVID-19 testing through either GUSD's testing program or through a testing location of the member's choice at the member's expense. Testing shall occur on each campus and District work site from 7:30 a.m. – 4:00 p.m. Testing will also be available for vaccinated employees.

8. COVID Testing

- a. Regardless of vaccination status, the District shall strongly encourage all employees, all students, and all volunteers who regularly visit campuses to participate in weekly COVID testing provided by the District or, subject to public health regulations, may submit weekly results from COVID-19 tests administered by an agency other than the one utilized by the District.
- b. The District shall ensure that all students who are registered for the District's weekly COVID-19 testing program will receive a weekly COVID-19 test unless the student is absent for the week.
- c. The District shall provide all parents and guardians an Informed Consent for Periodic Testing form for parents and guardians to register their students in the District's weekly COVID-19 testing program, and the District shall ensure that each students' parent/guardian either registers or confirms that they are "opting-out" by November 1, 2021. In addition, the District shall provide parents/guardians a method to change their registration status at any time. Testing shall occur on each campus and worksite from 7:30 a.m. – 4:00 p.m.

9. Ventilation

- a. With the exception of rooms in the Pacific Avenue Education Center that cannot accommodate MERV13 filters, MERV13 filters shall be utilized in the HVAC unit of each classroom and workspace used by unit members. A stand-alone HEPA air filter device shall be provided in rooms occupied by students and classrooms, offices, workrooms, staff restrooms without operable windows, and lounges occupied by unit members. The rooms in the Pacific Avenue Education Center that cannot accommodate MERV13 filters shall be provided two (2) stand-alone HEPA air filter devices.
- b. During the instructional day, classroom teachers may choose to use available outdoor locations on campus to instruct students in whole or

small groups. The school site administrator shall develop a plan and/or schedule for the use of outdoor locations. The outdoor use plan shall make maximum use of the available space on campus and shall ensure that all members who wish to use outdoor spaces have equitable access to scheduled time.

c. On a monthly basis, the district shall inform each site's COVID-19 Compliance Task Force with the date of maintenance or replacement of the site's HVAC systems by building or classroom. In the event that a classroom's HVAC system becomes inoperable, the classroom teacher shall determine whether (1) instruction shall move to the outdoor classroom or another unused classroom, if it is available; or (2) an additional HEPA filter device shall be added to the classroom until the HVAC system is repaired.

#### 10. PPE

The District shall provide all work sites a supply of CDC-recommended face masks, CDC-recommended transparent face masks, face shields, and face shields with neck drapes, KN-95 masks, gloves, gowns, hand sanitizer, and disinfectant wipes, for all individuals on District property upon request. A class set of student barriers shall be made available to any teacher who requests it. Any requests by unit members at a site, including for additional protective equipment not listed above, shall be made in writing to the site's COVID-19 Compliance Officer. Additional PPE shall be provided within 24 hours. If any PPE shall not be provided, a rationale of the denial or the need for additional time to acquire the PPE must be communicated to the requesting unit member.

#### 11. Cleaning

The District shall continue to be guided by the most current recommendations set forth by the LACDPH, and shall ensure that all indoor spaces utilized by employees and/or students are being cleaned at least once per day. High touch surfaces, indoor and outdoor, shall be cleaned at least once a day. While the responsibility for this cleaning protocol shall not fall upon unit members or students, unit members are encouraged to regularly wipe down their work stations with disinfectant wipes provided by the District. In the event that rooms are not cleaned, unit members may notify their site COVID-19 Compliance Officer who shall ensure that the cleaning protocols are completed.

#### 12. Hand Washing

Every room on campus or district office with a sink shall be stocked with soap and paper towel dispensers; every classroom and non-classroom workspace shall be provided hand sanitizer; and the interior or exterior of all ingress and egress points on campus used by students or staff shall be furnished with hand sanitizer or portable hand washing stations. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed prior to the beginning of each school day.

### 13. COVID-19 Leave

In the event that a unit member is ordered to quarantine due to COVID-19 symptoms or potential exposure or needs to care for a family member who is quarantined, the unit member may elect one of the following options:

Option 1: Utilize time available to the unit member from the COVID-19 Supplemental Paid Sick Leave bank through the duration of the legislation, including extensions. Should the COVID-19 Supplemental Paid Sick Leave not be extended by legislators through the expiration of this MOU, all unit members shall be entitled to up to seven (7) days of supplemental paid sick leave from the date of the legislation's expiration through the expiration of this MOU. This leave shall be drawn and used prior to any other forms of paid or unpaid leave available to the unit member. The process whereby members may utilize COVID-19 Supplemental Paid Sick Leave shall be communicated to unit members within one (1) week of the signing of this MOU. It is not required that the COVID-19 Supplemental Paid Sick Leave is used consecutively.

Option 2: If the unit member is well enough to perform their job duties remotely, they may opt to provide instruction and/or services through videoconferencing while a substitute teacher monitors students if needed. Selecting this option will not result in a reduction of any paid or unpaid leave available to the unit member.

### 14. Support Staff

The District shall make its best effort to hire additional support staff at elementary schools and to work towards a ratio of no less than one adult support staff to every four (4) General Education Classroom Teachers at each site. This ratio is exclusive of Education Assistants assigned to Special Education programs.

15. Multi-grade Classes

With the exception of elementary schools with multiple FLAG programs, Verdugo Academy, and the TK-5 Independent Study Program, no classroom teacher at an elementary school, including FLAG teachers, shall be assigned a multiple grade-level general education class.

16. Reasonable Accommodations

For those who qualify for a reasonable accommodation under the ADA with medical documentation of a medical condition or restrictions that prevent the unit member from working in an environment with regular physical interaction with others a reasonable accommodation shall include priority for staffing unfilled positions in Independent Study Programs.

17. New Offerings

The District shall not outsource the Independent Study Program or contract with another school district, charter school, or county office of education. All certificated positions within Independent Study programs shall be held by district employees, GTA bargaining unit members, and with contracted substitutes.

Upon the request of either party, the Association and the District agree to meet and negotiate any terms of this MOU as the pandemic evolves as well as to meet and negotiate the impacts and effects of any revisions to the LACDPH "Reopening Protocols for K-12 Schools" that are within the scope of bargaining. In the event that either party believes that LACDPH "Reopening Protocols for K-12 Schools" become less restrictive than any item in this MOU and wishes to implement that change, either party shall provide written notification of their demand to bargain. The parties shall come together and reach an agreement within fourteen (14) calendar days (excluding Thanksgiving Break and Spring Break) after written notification regarding how to adjust District protocols. If the parties cannot reach an agreement within those 14 days, the District may exercise its discretion in adjusting its protocols to align with the current LACDPH protocols and guidelines. This agreement does not waive the Association's right to negotiate effects of any decision within the scope of bargaining.

This MOU shall expire in full without precedent on June 14, 2022, unless extended by mutual written agreement.

Sarah Morrison  
Sarah Morrison, GTA

09/20/2021  
date

Kyle J. Bruich  
Kyle Bruich, GUSD

9/20/2021  
date