

**Memorandum of Understanding Between IFPTE Local 21 and
San Francisco Unified School District
For the Period of COVID 19 School and Worksite Closures and partial reopening**

In order to promote the public health and the stability of employees, and to reduce the negative financial impacts on employees, IFPTE Local 21 and SFUSD agree to the following:

1. When any regularly scheduled bargaining unit member is directed to be absent from their worksite by order of any Federal, State or Local agency, including the District, the member shall receive full pay and benefits for their regular assignment for so long as the Federal, State or Local agency, including the District, requires the closure. Such members may be reassigned to perform telework duties to the greatest extent possible.
2. **Baseline Health and Safety Standards.** The parties affirm the memorandum of understanding previously negotiated and executed by the parties on February 6, 2021 regarding the baseline health and safety standards. This memorandum is incorporated herein by reference as it applies to a return to in-person work for reopening schools.
3. In the event that a bargaining unit member is unable to perform their job at their assigned work site (and are unable to telework) for the following reasons related to Covid 19, the District will provide the following leaves:
 - a. Apply for paid leave up to 80 hours under SB 95 Supplemental Paid Leave ordinance. Approved leave under SB 95 Supplemental Paid Leave ordinance will be applicable to leave taken between January 1, 2021 and will sunset September 30th, 2021. If SB95 is extended, the District will extend Supplemental Paid Leave Ordinance in accordance with SB 95.
 - b. Paid or unpaid leave under the Family Medical Leave Act (“FMLA”) as appropriate. Members can use their accrued sick leave if they choose to do so for leave under FMLA.
 - c. If an employee is ineligible for paid leave, after their leave entitlements under SB95 and FMLA are depleted, the District will permit eligible bargaining unit members to remain on an unpaid leave until June 30, 2021.
 - d. Employees who are ineligible to take paid leave under SB95 and/or FMLA may apply for unpaid leave until June 30, 2021.
 - e. Members who take leave pursuant to this paragraph shall not be subject to disciplinary action for reasons related to their absence.
4. The District will make every reasonable effort to ensure as many of IFPTE Local 21’s employees can return to on-site work and responsibilities in accordance with agreed upon District health and safety guidelines.

5. If an employee contracts COVID-19 on the job, the District shall assist the employee in applying for workers' compensation.
6. **Floating Holidays for in-person work.** All bargaining unit members performing or having performed in-person work for the SFUSD from July 1, 2020, to June 30, 2021 shall receive 3 additional floating holidays for work performed in person since July 1, 2020.

Floating holidays are to be taken during the 2021-2022 school year.

Advance written approval by the unit member's supervisor is required, which shall not be unreasonably denied.

7. **Crisis Distance Learning.** The District shall provide a one-time stipend during Crisis Distance Learning for reasonable costs associated with purchasing equipment, improving home internet bandwidth, use of phone, or office materials not provided by the District directly related to providing distance learning. Such a stipend will be set at a level of \$400 per unit member for the 2020-2021 school year.
8. SFUSD and IFPTE Local 21 recognize the risks associated with working onsite in the context of the COVID 19 pandemic. Within this context, employees may be asked to perform duties at sites other than those they are regularly assigned to support the continued operation of the District. The District will comply with the SFUSD's existing Health and Safety MOU and no worker will be required to report to any site where working conditions are not in compliance with these guidelines.
9. SFUSD and IFPTE Local 21 each reserve the right to negotiate any additional impacts of COVID-19 on the working conditions of members, as well as school or worksite closures in the 2020-2021 school year.

10. **Accommodations**

- a) Unit members who belong to a group that is at increased risk for severe illness from COVID-19, or who cannot safely distance from household contacts who belong to a group at increased risk may request an accommodation under the ADA and the District shall engage in the interactive process and provide reasonable accommodations, barring undue hardship.

11. **Worksite Safety**

1. Local 21 Members in the 2548 Classification (OT): All provisions contained in Appendix A apply.
 - a) Prior to any unit member's assignment to work in a location where the unit member has not previously worked or one that had closed for on-site work due to COVID-19,

the unit member shall have the opportunity to meet with the site's safety coordinator to discuss COVID-19 safety concerns.

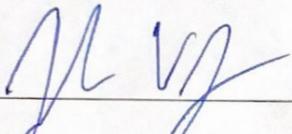
b) Unit members shall not be required to work at any site, whether operated by the SFUSD or any other entity, that has not been certified safe by the SFPDH.

12. This MOU is subject to the grievance process.

13. This MOU shall expire on June 30, 2021, unless extended by mutual agreement. The parties agree that the exception to this term is the duration provision as indicated in Appendix A. as it pertains to Occupational Therapists (Classification 2548) who are members of Local 21. The parties agree to meet and confer to discuss changes in working conditions anticipated or proposed for the 2021-2022 school year.

Appendix A: UESF Special Education Assessments MOU dated February 16, 2021 (attached)

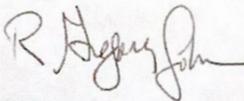
For the Union:



John Varga, IFPTE Local 21

Date: 6/23/21

For the District:



Greg John, Chief of Labor Relations

Date: 6.23.2021

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND UNITED EDUCATORS OF SAN FRANCISCO**

SPECIAL EDUCATION ASSESSMENTS

1. **Definitions.** For the purposes of this MOU, “unit member” means all special education service providers who provide assessments and hearing and vision screening providers.

2. **Student Assessments.**
 - a. ***County Risk Level.*** The District may provide in-person testing and hearing and vision screening for special education when the county risk level for San Francisco has moved to the red tier as defined in the Blueprint for a Safer Economy regardless of the availability of a COVID-19 vaccine.

 - b. ***Virtual Assessments.*** Unit members will be allowed to provide assessments through virtual means and methods (such as virtual testing, observations, and interviews, a review of records, etc.) as appropriate and in accordance with the Individual with Disabilities in Education Act (IDEA). When means and methods that can be administered virtually while maintaining reliability and validity are available to replace their in-person equivalents, unit members, in consultation with their Special Education Supervisor may, as appropriate, have the option of using the virtual means or method. The District will purchase licenses for virtual means and methods of testing as appropriate to comply with this section and will provide unit members with the necessary associated training, equipment, and materials. Unit members will be provided with a means for documents to be signed virtually.

 - c. ***Providers of In-Person Testing.***
 - i. Unit members may be assigned to serve as providers of in-person testing on a voluntary basis. If the number of unit members who volunteer for the assignment is not sufficient for the number of students who require in-person testing, or if the unit members who volunteer cannot meet those students’ language needs, additional unit members – excluding those who belong to a group at high risk of severe illness from COVID-19, or have a person in the household who belongs to a high-risk group – may be assigned to serve as providers in reverse order of seniority. If the number of unit members who volunteer for the assignment exceeds the number necessary for the students who require in-person testing, volunteers will be selected based on seniority and student needs.

- ii. All unit members will be restored to their previous assignments upon conclusion of the assignment of unit members as providers.
- d. **Security Aides (T10s).** Security aides may be assigned to work at a Special Education Assessment Center on a voluntary basis. If the number of security aides who volunteer for the assignment is not sufficient for the needs at a Special Assessment Center, additional unit members – excluding those who belong to a group at high risk of severe illness from COVID-19, or have a person in the household who belongs to a high-risk group – may be assigned to serve as security aides in reverse order of seniority.
- e. **Responsibilities of Providers.** Providers will be responsible for scheduling students for in-person assessment tests, administering such tests, writing testing observations, and scoring and reporting the data to the school-based assessment team. Providers will not have their own caseload or be required to administer other assessment means or methods (e.g., observations, interviews, records reviews, etc.) or to write reports or portions thereof unrelated to testing data. Students on the caseloads of providers will be reassigned to unit members who are below their maximum caseload (up to the caseload limits in the certificated contract) or to a substitute.
- i. Unit members performing in-person testing will be provided with READ ONLY access to all students they will assess on SEIS, in order for providers to best prepare.
 - ii. Unit members performing in-person testing will be provided with access to the following documentation for the students they will assess in advance of the scheduled assessment (including but not limited to): Individualized Education Plan (IEP), Behavior Intervention Plan (BIP), Assessment Reports, relevant notes, referrals for testing, and other supporting documentation relevant to the students’ educational or behavioral history.
- f. **Considerations for In-Person Testing.** Students will be chosen for in-person assessment testing based on the following considerations:

FACTORS THAT SUPPORT IN-PERSON TESTING	FACTORS THAT SUPPORT VIRTUAL TESTING
<ul style="list-style-type: none"> • The nature of the student’s disability/needs require in-person testing. • The parent or guardian has not consented to virtual testing. • The test is of the student’s gross motor skills. • The test cannot be administered virtually in a way that maintains validity. 	<ul style="list-style-type: none"> • A test that can be administered virtually while maintaining reliability and validity is available. • The student has COVID-19, has had close contact with someone with COVID-19, or has one or more of COVID-19 symptoms, and the test cannot be postponed for the duration recommended by the California

<ul style="list-style-type: none"> • The student’s IEP team recommends in-person testing. • A parent or guardian cannot be present during virtual testing to redirect the student and provide behavioral support. • The student does not have a quiet, distraction-free space for testing. • The student does not have a suitable computer with a video camera and internet access, and one cannot be provided. • Previous attempts to administer a test virtually have resulted in unreliable or invalid data. 	<p>Department of Public Health (CDPH) that would make it safe to provide an in-person test.</p> <ul style="list-style-type: none"> • The test is only for the purpose of progress monitoring. • Administering a test in person would pose an undue risk to the health and safety of the student or the provider.
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3. **Training.** Before the start of in-person testing, unit members will be trained on:
 - a. Physical distancing guidelines and their importance;
 - b. COVID-19 symptoms, how COVID-19 is spread, and how to prevent the spread of the disease;
 - c. how to properly use personal protective equipment;
 - d. how to support students to wear a face covering or follow other health and safety protocols when refusing or engaging in other unsafe behaviors;
 - e. the name and contact information for the facility’s COVID-19 liaison;
 - f. the COVID-19 prevention plan for the facility; and
 - g. all other training required or recommended by CDPH, San Francisco Department of Public Health (SFDPH or Agency), and Cal/OSHA.

4. **Facilities.** In-person student assessment will occur in an approved Assessment Center.

5. **Testing Rooms.** Each unit member will be assigned the same room each day to provide in-person testing. Testing rooms will be cleaned per Agency (CDPH, SFDPH, and Cal OSHA) Guidelines and recommendations between assessment sessions. The room will not be used by others or for other purposes. Each room will be the size of a classroom and large enough for physical distance of at least six (6) feet to be maintained between those not in the same household. Tables, student desks, and chairs will be arranged to promote distancing. Except in case of an emergency, access to the room while a test is being administered will be limited to: the student (and the parent/guardian of a PK student); the unit member; an interpreter if needed; and support providers necessitated by the student’s medical condition, mental health condition, or disability. Each room will be furnished with its own equipment and materials that require touching such as testing materials. Such equipment and materials will not be shared between rooms. Time will be allotted during a testing session (e.g., between subtests) for students and unit members to take breaks.

6. **Summer Pay.** Unit members who provide assessment and testing services in the summer shall be paid at their *per diem* rate of pay. All other provisions of this MOU shall apply to summer work.

7. **Baseline Health and Safety Standards.** The parties affirm the memorandum of understanding previously negotiated and executed by the parties on February 6, 2021 regarding the baseline health and safety standards. This memorandum is incorporated herein by reference as it applies to a return to in-person instruction. This MOU is intended to address specific concerns for our unit members in addition to the provisions found in the February 6, 2021 MOU. Consistent with the terms of the February 6, 2021 MOU, if any provision contained in this MOU conflicts with a provision in any other MOU(s) between the parties, the higher standard shall prevail.

8. **Duration.** Given the fast-changing nature of the pandemic, and with the goal of continuing to improve crisis distance learning, the parties may amend, delete, or add to this MOU with mutual consent. This MOU shall expire in full without precedent on July 31, 2021 unless extended by mutual written agreement of the parties. All provisions of this MOU are subject to the negotiated grievance procedure in the collective bargaining agreement.

FOR SAN FRANCISCO UNIFIED SCHOOL DISTRICT:



Greg John

February 16, 2021

FOR UNITED EDUCATORS OF SAN FRANCISCO:



Susan Solomon, President

February 16, 2021