

Memorandum of Understanding
Between
Newark Teachers Association (NTA)
and
Newark Unified School District (NUSD)
Coronavirus Safety for 2021-22

Newark Unified School District (“District”) and Newark Teachers Association (“District” or “Association”) enter the Safety Memorandum of Understanding (MOU) concerning safety issues related to the coronavirus (SARS-CoV-2) pandemic for the 2021-22 school year.

The District and NTA will follow the most recent state Declarations of Emergency and applicable Executive Orders from the Governor. The District will continue to follow the most recent “COVID-19 Industry Guidance: Schools and School-Based Programs (“Industry Guidance”) issued by the Governor, Cal/OSHA, California Department of Public Health’s (“CDPH”), Alameda County Department of Public Health Department (ACPHD) guidance, directives, resolutions, orders, the Alameda County Office of Education School Reopening COVID-19 School Guidance Plan, the District Safety Plan (2021-2022), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

The purpose of this MOU is to address the negotiable impacts of the NUSD adopted safety protocol that are not already covered by the collective bargaining agreement (CBA) between the parties regarding COVID-19.

The District and NTA share a joint goal to offer a safe environment according to Industry Guidance, and County Orders. The Parties affirm the obligation to comply with all provisions of the CBA, not in conflict with this MOU.

The District and NTA agree to the following:

1.0 Safety Protocols

The District and NTA will continue to discuss and evaluate safety measures raised by individual sites on a weekly basis at EERC, and discuss making modifications, including but not limited to adherence to safety protocols, closing a learning cohort or closing school(s).

- 1.1 Where there is a conflict between the various guidelines or orders, the District shall adhere to local county public health recommendations/requirements in order to minimize potential health and safety risks for all unit members.
- 1.2 In the absence of local county public health recommendations/requirements the District shall adhere to CDPH.
- 1.3 The most recent guidelines from Alameda County Public Health Department will be posted on the District’s website. Periodic email reminders will be sent regarding the District website COVID link.
- 1.4 The District shall minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers to maximize the safety of all stakeholders.
 - 1.4.1 All events stated in article 7.12 of the CBA, which require traveling to multiple classrooms or gathering areas with non NUSD employees in attendance, will be virtual (e.g. Parent Teacher Conference at all elementary sites, Open House, Report Card Night, etc.), subject to section 1.4.2 below.
 - 1.4.2 If a parent requests an in-person conference due to their child's needs or technology access, no reasonable request shall be denied. Parents/guardians must show proof of full vaccination by checking in at the site office prior to attending a parent conference; without such proof, an in-person conference shall not occur. If state and/or local requirements/guidelines change during the term of this MOU to allow more in-person gatherings, the District may modify its practices accordingly.

2.0 Face Coverings/Masks

- 2.1 The employer shall post the requirements for and enforce the proper use of face masks. This applies to all staff, all students in grades Pre/K-12, all administrators, and any visitors on campus over two years of age.
 - 2.1.1 Unit members retain their legal rights under Education Code section 48910 to suspend a student from their classroom for failure or refusal to follow prescribed safety measures and/or expected behaviors, including compliance with face covering requirements, if such conduct meets the definition set forth in Education Code section 48900(k)(1).
 - 2.1.2 Any other individuals refusing to wear masks shall be excluded from campus. For staff, this may include discipline (suspension) or placement on leave without pay status.
- 2.2 Face coverings shall not be required for students or staff if there is a medical condition verified in writing by a medical professional (and for students, a behavioral contraindication verified in writing in a student's IEP or in writing from a medical professional or behavioral specialist).
- 2.3 For unit members and students who cannot wear a mask according to section 2.2, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus or for students where such a requirement would be in conflict with their IEP.
- 2.4 When the District requires a particular type of PPE to be worn by unit members or students entering District facilities, the District will provide the PPE to all unit members and students who do not arrive with their own.
- 2.5 Bargaining unit members shall have access to face coverings (masks) and gloves at each work site.
 - 2.5.1 Where necessary, members such as nurses and members working in Moderate/Severe SDC shall be provided with access to gowns and face shields.
- 2.6 In-lieu of using District-provided PPE, 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.
- 2.7 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.
- 2.8 Unit members shall alert their site office or responsible ordering party when they have one week of PPE materials remaining so that it can be reordered in a timely fashion.
- 2.9 Social distance practices must be followed, and masks must be worn when outside of your classroom or as needed according to state guidelines and the District Safety Plan.

3.0 Vaccine Information and Availability

- 3.1 The District shall promote the safety and efficacy of COVID-19 vaccinations with families and community members consistent with state and local requirements.
- 3.2 The District shall host vaccine clinics on District sites consistent with the needs of staff, students and the District community.

4.0 COVID-19 Testing and Screening, Notification, and Contact Tracing

- 4.1 The District shall provide PCR testing for unvaccinated adults at each school site at a cadence recommended in CDPH guidance and/or Health Orders (the most current) as set forth in the District's most up to date NUSD Safety Plan.
- 4.2 Should there be an exposure at a school site, PCR testing as described above shall be used to determine who may have been exposed.
- 4.3 The District shall continue to report to both the bargaining unit and the local health department, in accordance with state and local requirements, any exposures of students and/or staff.

- 4.4 The District shall comply with the most up to date state and local requirements as reflected in the Safety Plan (i.e the flowcharts) regarding the quarantining and conditions for return to campuses.
- 4.5 In the event of a COVID-19 outbreak in a classroom or site, the District shall follow state and local requirements as reflected in the Safety Plan.
- 4.6 The District will inform all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
- 4.7 The District shall encourage all students, employees, and visitors to check daily for symptoms associated with or possible exposure to COVID-19 infection based on ACPHD guidelines if applicable.
- 4.8 Staff and students on site, with any symptoms consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility consistent with the ACDPH flowchart.
- 4.9 All unit members who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.
- 4.10 If the District requires an employee to be tested because of a State or Local Health Order or other law the District will provide non-instructional time during the workday for the purpose of being tested and provide a no cost option for the test. Unit members will inform their site administrators if they are unable to receive testing during non-instructional time and exceptions may be made on a case by case basis.
- 4.11 Due to privacy/confidentiality issues, the parties understand that the District will not be able to provide the identity of the person who has received the positive COVID-19 diagnosis.
- 4.12 All persons who may have come in contact with the infected individual and the Association will be notified within one business day per Labor Code section 6409.6 (or as soon as feasible if this occurs on a Friday) and CDPH requirements.
- 4.13 Upon notification that a member has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from the most up to date requirements by ACPHD.
- 4.14 Unit members shall be notified of their Covid-19 test results (whether positive or negative) if tested at a school site through the District's no cost Covid-19 test process.
- 4.15 School Nurses shall assist the District with the following procedures as required by ACPHD guidelines:
 - 4.15.1 Oversee the health screening, testing, contact tracing, and notification of all individuals on the school campus;
 - 4.15.2 Coordinate with the District and interface with the Alameda County Public Health Department.
 - 4.15.3 Implement quarantine protocols for individuals who manifest symptoms associated with COVID-19.

5.0 Cleaning of Facilities

- 5.1 The District shall clean (including wiping down surfaces) and disinfect classrooms (including foggers) and work areas nightly, consistent with state and local guidance, the Safety Plan and custodial protocols.
- 5.2 Staff, visitors, and students shall be appropriately trained and/or required to follow all safety protocols as described in the Safety Plan (see "Health and Hygiene Practices").
- 5.3 Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.
 - 5.3.1 Bargaining unit members may clean or disinfect areas of their own classroom or work space.

- 5.3.2 Bargaining unit members will be provided with District approved cleaning supplies and shall be provided appropriate information for safe handling, storage, and application of Disinfectants.
- 5.4 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.
- 5.5 The District will provide a schedule for cleaning classrooms, staff bathrooms, workspaces, and staff lounges which will be posted in a visible and accessible space in the site office. Communication of concerns regarding cleaning schedules will be directed between site administration and unit members.

6.0 Ventilation/Filtration

- 6.1 The District shall follow the "CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools," including the installation and regular maintenance of MERV-13 filters or higher in all HVAC systems and portable HEPA filters in each classroom, lounge, common space or office.
- 6.2 Spaces without HVAC and/or portable HEPA filters will not be used for instruction or gathering of any kind.
- 6.3 All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 6.4 Upon request, child safety gates shall be provided to SDC classrooms to allow for doors to be open for fresh air while preventing student elopement.
- 6.5 The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 6.6 Current HVAC systems in NUSD shall be equipped with MERV-13 filters and changed according to Cal-OSHA recommendations.
 - 6.6.1 The District will provide a quarterly report indicating maintenance of HVAC systems and filter replacement to comply with this section.
 - 6.6.2 The District will provide the NTA President a complete Syserco NUSD HVAC Fan Status report for all sites on a quarterly basis (e.g. December 2021, March 2022, and June 2022).
 - 6.6.3 All classrooms, libraries, staff lounges, and meeting spaces shall be provided with an air purifier rated effective for the cubic footage of the room.

7.0 Hand Washing

- 7.1 Every room with a sink shall be stocked with soap or medically effective hand sanitizer, and hand drying equipment.
- 7.2 Every classroom shall be provided medically effective soap or hand sanitizer.
- 7.3 Non-classroom workspaces and common spaces shall be provided medically effective soap or hand sanitizer.
- 7.4 Hand sanitizer stations shall be provided at each ingress and egress point on a school campus and maintained as much as possible given the theft of supplies.
- 7.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that unit members and students are on campus.

8.0 Leaves

The District will provide applicable leave entitlements in accordance with the CBA and state and federal laws including, COVID-19 Supplemental Paid Sick Leave (SB 95), Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). If leave entitlements are amended or modified under state and/or federal law, the new entitlements will automatically be adopted into this MOU.

- 8.1 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be required to take an appropriate leave for which they qualify under state/federal law or the CBA.
- 8.2 If a unit member(s) is/are required to quarantine due to COVID-19, such member shall be required to take an appropriate leave for which they qualify under state/federal law or the CBA.
- 8.3 **Extended Paid Leave Days for Teachers/Staff Who Are Impacted By the COVID-19 Pandemic for the 2021-2022 School Year**
 - 8.3.1 California law (SB 95) provides pandemic-related employee paid leave rights through September 30, 2021. This MOU provides an extension of those benefits for teachers and staff who may need additional paid leave days beyond September 30, 2021 due to the ongoing pandemic. Specifically, the parties agree to continue the provisions of SB 95 through June 30, 2022 as follows:
 - 8.3.2 Under this MOU, an employee qualifies for additional paid leave days if the employee is unable to work (or unable to telework) due to a need for leave because the employee:
 - 8.3.2.1 is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - 8.3.2.2 has been advised by a health care provider to self-quarantine related to COVID-19;
 - 8.3.2.3 is experiencing COVID-19 symptoms that prevent work or telework and is seeking a confirming medical diagnosis;
 - 8.3.2.4 is hospitalized due to COVID-19;
 - 8.3.2.5 is receiving a vaccine/booster and/or suffering a reaction thereto;
 - 8.3.2.6 is caring for an individual as defined in the now-expired Families First Coronavirus Response Act (FFCRA) subject to an order described in 8.3.2.1 or self-quarantine as described in 8.3.2.2; or
 - 8.3.2.7 is caring for a child whose school place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
 - 8.3.2.8 is taking a child to receive a vaccine/booster and/or the child is suffering a reaction thereto.
 - 8.3.3 If an employee meets, and provides written verification of meeting the above criteria (e.g. note from medical provider, copy of Covid test results, or copy of school/child care letter closure, etc.), they will be entitled to:
 - 8.3.3.1 Ten paid leave days at the employee's regular rate of pay where the employee is unable to work or telework for the reasons stated in section 8.3.2 above prior to utilizing any available statutory or contractual leaves if needed.
 - 8.3.3.2 If an employee fails or refuses to provide the required written verification, any days the employee is absent for reasons related to this MOU shall automatically be deducted from the employee's regular sick leave.
 - 8.3.4 No more than 10 paid leave days shall be paid to any one employee under this MOU, including any days already utilized under SB 95.
 - 8.3.5 Where the need to use the paid leave days above is foreseeable, an employee should provide notice of leave to the employer as is practicable.
 - 8.3.6 If new state or federal legislation is enacted during the term of this agreement to provide paid leave days to take leaves for the purposes described in this MOU, the paid leave days provided in this MOU shall be subsumed within the number of paid leave days provided in such legislation.

9.0 COVID-19 Exposure and School Site Closure

- 9.1 Short-term independent study protocols will be followed in the instance of a COVID-related class, school or District shut down. Such closures and subsequent reopenings will follow state and local guidelines.

- 9.1.1 The District will collaborate with school sites and TOSAs to create a bank of resources for this purpose. Unit members may use the provided bank of resources and/or provide materials from their current classroom lesson plans.
 - 9.1.1.1 The district will provide access to digital copies of the independent study packets. A physical copy of the independent study packets will be stored in the site office.
 - 9.1.1.2 Teachers will not use their allotted site copy allowance or graphics allowance to make copies for students in Temporary Independent Study.
 - 9.1.1.3 If a teacher has volunteered or been required to substitute during their prep period(s) and this results in needing to work outside the 7.5 hour workday to prepare independent study packets, they may request to their site administrator to fill out a timecard. Such requests shall not unreasonably be denied based on the amount of prep periods that were lost.
- 9.2 Within 48 hours of school and/or District re-opening, the District shall communicate any and all decisions about re-opening to all bargaining unit members. Such communication shall include email.
- 9.3 Unit member and site administrator respective responsibilities regarding completion of the Master Agreement for short-term independent study shall remain status quo.

[Master Agreements](#)

10.0 Training and Procedures

- 10.1 The District will make available all Keenan training links to union members.

11.0 Special Education

- 11.1 Meetings will be conducted in accordance with requirements related to group gatherings as determined by the ACPHD.
- 11.2 No bargaining unit member shall be directed to conduct home visits unless those are currently a part of job responsibilities.
- 11.3 Specialized providers assigned to more than one school site shall be provided with a properly ventilated, dedicated workspace at each site to which they are assigned.

12.0 Specialist/Electives/Physical Education/Staff in Non-Traditional Settings

- 12.1 Each teacher, including teachers without assigned classrooms such as secondary physical education teachers shall be assigned their own classroom that meets social distancing requirements and with a door. Unit members in a non-traditional classroom setting such as special education support staff, counselors, staff currently without a door, etc. will be assigned a work space that meets social distancing requirements.
- 12.2 Only one student is allowed in each counselor's office at a time. Students shall not congregate outside and inside the counselors' offices.

13.0 Miscellaneous/Other Provisions

- 13.1 The parties acknowledge that additional subjects may arise as events unfold and governmental entities issue more guidance, including the safety of students and staff as schools reopen. The District will follow the most up to date requirements of the CDHP, CalOSHA, the Alameda County Health Department and other governmental entities related to pandemic health and safety matters. All references in this MOU to such requirements shall mean the most current version.

- 13.2 The District and the Association are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including during days of school recess as necessary) that may arise as schools reopen for the 2021-2022 school year to best serve the purposes and intent first stated above.
- 13.3 Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 5 of the Agreement beginning at Level II (Superintendent). Only the Association can be the grievant regarding alleged violations of his MOU.
- 13.4 Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this MOU with mutual written agreement.
 - 13.4.1 Upon either party's request, consultation and bargaining will occur over potential consultable and/or negotiable changes in working conditions not already covered by the CBA or this MOU within three (3) business days or as soon as feasible given the circumstances and individual schedules.
- 13.5 This MOU is a non-precedent setting and shall expire on June 30, 2022.

For:

Newark Unified School District

Newark Teachers Association

DocuSigned by:
Mark Triplett
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Sean Abruzzi
7CE5AACB454B481...

Mark Triplett, ED.D
Superintendent

Sean Abruzzi
NTA President

10/27/2021

10/21/2021

Date

Date