

4/6/21 AT 5:30 PM
TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING PART II
BETWEEN
NEWARK UNIFIED SCHOOL DISTRICT and NEWARK TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND
REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR

Teachers (PreK-12) are encouraged to work from their classrooms regardless of whether they are in a Hybrid or Distance Learning teaching model. There is also a recognition that teachers may fulfill their distance learning professional responsibilities from an alternative location other than school for the remainder of the 2020-21 school year, and will communicate their plan for instructional location with their administrator.

Newark Unified School District (“District”) and Newark Teachers Association (“District” or “Association”) enter this Memorandum of Understanding Part II (MOU) regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. “In-person forms of instruction” is defined to include but not be limited to hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

“Specialized and targeted support services” provided pursuant to the “Cohort Guidance” issued by the California Department of Health on September 4, 2020 is acknowledged by the parties to be a distinct and separate form of providing such services and may be addressed in a separate MOU between the parties.

The District and NTA will follow the most recent federal and 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, and the California Department of Public Health’s (“CDPH”) on January 14, 2021, and 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 issued by the Alameda County Office of Education (“County Orders”)-and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic.

The purpose of this MOU is to address the negotiable impacts of the NUSD-adopted return to in-person (so-called “hybrid”) instructional plan that are not already covered by the collective bargaining agreement (CBA) between the parties or previous MOUs between the parties regarding COVID-19.

The District and NTA share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe 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.

PRIOR MOU PART I: The parties affirm the Memorandum of Understanding previously negotiated entitled “Regarding the Covid-19 Pandemic and School Opening During The 2020-2021 School Year” (Prior MOU) executed by the parties on August 6, 2020. This Memorandum is attached hereto as an appendix and incorporated herein by reference as specifically set forth below, including the provisions of section 10 Distance Learning that set forth SB 98 and other legal requirements that would apply to the distance learning aspects of

Article 2	Day & Hours
Article 3	Leaves of Absences
Article 4	Transfer and Assignments
Article 5	Compensation of a hybrid instructional mode.

The articles in the Prior MOU PART I are listed below. Any article not referenced in this MOU is in “bold” below:

Article 6	Training
Article 7	Evaluation
Article 8	Class Size
Article 9	Staff in non-Traditional Settings
Article 10	Distance Learning (only insofar as the requirements for distance learning apply to a hybrid model).
Article 11	Substitute Coverage
Article 12	Access Limitations and Association Rights
Article 13	Grievance and Arbitration Procedure
Article 14	Consultation Rights and Reserve Rights to Further Negotiate
Article 15	Duration

1.0 Definitions

1.1 “Stable Group”: is a group of students that maintains physical distancing with fixed membership that stays together without mixing with any other stable groups for any activities (e.g., lunch, recess, etc.) (Industry Guidance, p. 18.)

1.1.1 Elementary: A stable group refers to a single class. Students can be placed into stable groups that stay together all day with their core teacher (and any aide or student teacher who is present). Specialists, PE teachers and SRTs, should ideally be assigned to only one group or conduct their classes virtually. Students should eat snack/brunch and go to recess with their group at times that are staggered and separated from other groups.

1.1.1.1 Students that attend child care before and after in-person learning shall be monitored by ingress protocols. Meaning all participants will have their temperature taken and health form checked upon entering the child care facility. This protocol is stated in the Reopening Plan.

1.1.1.2 All child care students will complete the ingress protocols again before entering the school/classroom in the morning.

1.1.2 Secondary: A stable group refers to students in one group who stay together with one to three instructors who teach them directly part of the day and support their instruction from others who teach them virtually during other parts of the day. Electives can be offered virtually or organized so that no group of students takes more than one elective in a term and the elective teachers do not work with more than one to three groups. Secondary students will travel to three classrooms per day and take different courses from different teachers. This will promote effective classroom management and avoid the myriad distractions that would impact students staying in one classroom. Based on this model, all teachers will receive their prep period in their classroom as scheduled.

1.1.2.1 The definition of a stable group at the secondary level is all students on campus at one time.

1.1.3 Special Day Classes: A stable group shall not exceed 12 students in the socially distanced classroom capacity.

- 1.2 “Concurrent Instruction” refers to classroom teachers and specialized providers providing live, in-person instruction to stable groups for a specific portion of the day and live, remote instruction for another group of students during the same specific portion of the day. There is no plan at present to include concurrent instruction in a return to in-person model. If the District intends to implement concurrent instruction in the future, it shall consult and/or negotiate with NTA as required by law.

2.0 Implementation of In-Person Instruction/School Site Preparation Days

This District will reopen and remain in Phase 1 (Staggered Hybrid Model for Grades TK-6) when it is in the Red Tier and teachers have had opportunity for vaccination at the recommended dosage OR orange tier regardless of vaccinations for the remainder of the school year.

The staggered return dates for both students and unit members established by the District (which allow for all unit members to have been vaccinated if reopening occurs in the Red Tier) are as follows:

Grades TK-7 *	April 27
Add Grades PS and 9	April 29
Add Grades 8 and 12	May 4

*Pursuant to SB/AB 86, “prioritized pupil groups” in all grade levels will also return for in-person instruction by April 27. These groups are defined as pupils at risk for abuse, neglect or exploitation; homeless pupils; foster youth; English learners; and pupils without access to a computing device, software, and high-speed internet necessary to participate in on-line instruction, as determined by the District. (See Education Code section 43521 (c)(3)(4).)

- 2.1 The District and NTA recognize that effective October 13, 2020, ACOE is accepting reopening plans. Based on this information, The District and NTA agree to consult as provided by law on a phase-in model to bring back our students to an in-person hybrid/modified learning model or other permissible form of in-person instruction.

- 2.1.1 The parties acknowledge students needing specialized support services or are at a higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth, and students experiencing homelessness are our priority.

- 2.2 To allow for site preparation, the distance learning schedule will be adjusted for five (5) days prior to reopening for the following purposes:

- 2.2.1 A minimum of five (5) days prior to the return to in-person instruction a checklist walk thru with NTA and NUSD will be completed at all sites to review and ensure safety protocols referred to in this MOU are in place.

April 19, 2021, Five school days prior to start of school: Teacher prep day

April 20, 2021, Four school days prior to start of school: 8:30-11:15 AM Teach, 11:15-12:30 Lunch and Prep, 12:30-3:30 PM Training/Prep upon completion

April 21, 2021, Three school days prior to start of school: 8:30-11:15 AM Teach, 12-3:30 PM Prep

April 22, 2021, Two school days prior to start of school: 8:30-11:15 AM Teach, 12-3:30, PM Prep

April 23, 2021, One school day prior to the start of school hybrid schedule: 8:30-11:15 Dry Run (All Sites), Morning Meeting, Dry Run Debrief, 12-3:30, PM Prep (inc. lunch)

	M	T	W	Th	F
Week 0 April 12-16					
Week 1 April 19-23	Site Walk-Throughs Non Student Day (PREP)	8:30-11:15 Teach 12-3:30 PD	8:30-11:15 Teach 12-3:30 PREP	8:30-11:15 Teach 12-3:30 PREP	8:30-11:15 DRY RUN, ALL SITES 12-3:30 PREP
Week 2 April 26-30	Hybrid Schedule Begins	1st day back for TK-7 + Prioritized Pupil Groups		1st day back for PS & 9	
Week 3 May 3-7		1st day back for 8 & 12			

———2.2.1.1 The District and NTA will have a mutually agreed upon joint checklist used for walkthroughs.

2.2.1.2 The walkthrough will be conducted by a member of NTA and a district representative (such as the site admin.)

2.2.1.3 All site walk-throughs will be completed at least five (5) business days prior to in-person instruction.

2.2.1.3.1 Steps to resolve identified issues will be taken immediately. There shall be an alternative plan that includes temporary space, reasonable for instruction while the issue is being resolved.

2.2.1.3.2 The checklist will be posted on the District and School websites within 24 hours, once all required items on the checklist have been addressed.

2.2.1.3.2.1 NTA will be given the timeline needed to resolve any issues on the checklist within 48 hours of the day of the walk-through.

2.2.2: Four (4) days prior to the first group of students returning to campus there will be a professional development half day, with the sole purpose of training on safety protocols and procedures. Once training is complete, the rest of the day will be for teacher’s to set up their classroom for in-person instruction.

2.2.3: Following the schedule in 2.2.1, time is given for members to prepare their physical classrooms for the return of students (setting up the room, preparing curriculum and adjusting plans to match the hybrid/modified teaching model – see 2.2.1 of Prior MOU).

2.2.4 One (1) day before students return, each site will conduct a “practice run” of drop off and pick up procedures. Families intending to return will practice their staggered arrival, travel to their classrooms, then practice exit procedures. Following this practice run a staff meeting will be held to evaluate the process and make changes as needed. Any changes affecting families will be communicated to the families by the site administrator before the end of the work day.

2.3 Unit members whose assignments changed to full distance teaching for the 2020-2021 school year shall be considered to have returned to their previous assignment for purposes of applying Article 10 of the CBA (Reassignment/Transfer) to make assignments for the 2021-2022 school year.

2.4 Unit member Vaccinations

2.4.1 The District will make every effort to accommodate unit members' vaccination appointments (e.g., by working with principals to schedule asynchronous instruction as necessary).

2.4.2 Unit members will make every effort to receive vaccinations as soon as possible to promote schools opening as soon as possible (if in the Red Tier).

2.4.3 Unit members who become ill and are unable to deliver in-person or remote instruction as a result of being vaccinated shall be eligible to use supplemental paid sick leave according to the requirements and conditions of SB 95 (Labor Code sections 248.2-248.3).

2.4.4 Unit members scheduled to have a vaccination (vaccinations) during in person teaching shall be eligible to use supplemental paid sick leave according to the requirements and conditions of SB 95 (Labor Code sections 248.2-248.3).

3.0 Return to Distance Learning

3.1 In consultation with the Alameda County Public Health Department (ACPHD) the District will follow the guidelines of the State for returning to Distance Learning if and when a school or the District has a confirmed number of COVID-19 cases that would require such a return, consistent with current guidelines at the time of the event. If the County returns to the purple level, the District will contact and consult with ACPHD officials and evaluate the closing criteria and local data together in order to plan for a possible return to distance learning. The District will consult with NTA Leadership over matters not covered by the MOU for Distance Learning August 6, 2020.

3.2 Prior to returning to any in person learning, a site-specific virtual mandatory professional development/training on safety and other procedures related to the return to in-person instruction during the pandemic will be provided to all staff, in addition to mandatory virtual professional development on general safety procedures for a return to in-person instruction. This will occur on April 20.

3.2.1 The District shall provide virtual safety procedures training to returning families consistent with Industry Guidance (p. 30) and the NUSD Return to School Plan (p. 29) and require it be viewed before a student enters campus for in-person instruction for the first time. This training shall be tailored to each site.

3.2.1.1 If a new student arrives on campus for their first day of in-person instruction after the first day of in-person learning has commenced and has NOT viewed the training, they shall be directed to a specific location to view it before entering the classroom.

4.0 Safety and Sanitization/Personal Protective Equipment (“PPE”)/Handwashing Requirements
Personal Protective Equipment (“PPE”)

- 4.0.1 There will be a checklist walk thru with NTA and NUSD at ALL sites before returning to in person instruction to review and ensure safety protocols referred to in this MOU are in place.
- 4.1 The District will follow ACPHD requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- 4.2 Each bargaining unit member will be provided with appropriate hand sanitizer, paper towels, wipes and gloves.
- 4.3 Social distance practices must be followed, and masks must be worn when outside of your classroom or as needed according to state guidelines.
- 4.4 A thorough cleaning and sanitizing of classrooms, bathrooms and other areas of schools will be done daily according to ACPHD, CDPH and Cal/OSHA guidelines.
- 4.5 Common areas such as bathrooms will have running water, disinfecting wipes, soap, hand sanitizer and towels available to employees.
- 4.6 Extra masks and/or gloves will be available and on hand for any employee and/or students who need one. 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.
- 4.7 Face coverings shall not be required for students if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 4.8 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 staff or students are on campus.
- 4.9 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
- 4.10 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
- 4.11 Every classroom shall be provided with medically effective hand sanitizer, and hand drying supplies. Classrooms with sinks should be workable and stocked with soap, medically effective hand sanitizer, and hand drying supplies.
- 4.12 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.
- 4.13 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.
- 4.14 Daily cleaning and disinfecting shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in the bargaining unit.

- 4.15 Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal/OSHA.
- 4.16 Regular disinfection of classroom spaces and staff workspaces shall occur daily. Disinfection shall be done by trained, qualified professionals and shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 4.17 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned according to Industry Guidance including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- 4.18 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 4.19 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.
 - 4.19.1 The district will engage with a commissioning agent or Testing Air Balance (TAB) company to verify the HVAC systems operate according to 4.19. The documentation of the work will be provided to NTA in a timely fashion.
- 4.20 Current HVAC systems in NUSD are not compatible with MERV-13 filters. As such, HVAC air filters shall be equipped with MERV-9 or higher (if compatible with District equipment) filters and changed according to Cal-OSHA recommendations. All filters shall be checked and changed to meet these standards before Hybrid Learning can begin. In addition, ionization units will be added to the HVAC systems which, together with the MERV-9 or higher filters (if compatible with District equipment), meet or exceed Cal/OSHA ventilation and air circulation standards. The same conditions shall apply to portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC. HVAC shall be equipped with a large enough capacity and air flow rate for the square footage of the room. The District will provide a log indicating maintenance of HVAC systems to comply with this section. The district will provide NTA with documentation of the safety benefits and efficacy of needle point bipolar ionization units.
 - 4.20.1 If an individual tests positive for COVID-19, the District will pull the HVAC filters at the school site to be tested for the presence of COVID-19, if recommended to do so by the ACPHD. The test results shall be shared with the Public Health Officer and the Association President within 24 hours of receipt.
 - 4.20.2 All classrooms shall be provided with an air purifier rated effective for the cubic footage of the room. Air purifiers will be ordered upon ratification of Tentative Agreement. Estimated delivery is 7-10 days upon receipt of order.
- 4.21 The District will implement a minimum of monthly active maintenance, a regular filter replacement frequency, frequent monitoring and will regularly verify that the system is operating according to current guidance and operating conditions

COVID-19 Exposure and stable group/School Site Closure

- 4.23 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 4.24 If a staff member, administrator, or student, associated with a stable student group tests positive for COVID-19, the stable group (students and all staff members associated with that stable group) will immediately be notified and placed on a ten (10) day quarantine per Industry Guidance (pp. 31-32). During this period of quarantine, students will receive distance learning. The District or site administrator will provide a certificated teacher for the other stable group in the hybrid model. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the quarantined stable group during distance learning and will be provided at least one (1) duty free workday to plan and prepare for distance learning.
- 4.25 Staff and students 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. Staff and students who have had close contact with a person with COVID-19 will be placed on a ten (10) quarantine per Industry Guidance (pp. 31-32) subject to the same conditions provided in section 4.24 above.
- 4.25.1 The "isolation" room will not be located in an area where healthy individuals will be entering or leaving Bathrooms used by students in the isolation rooms will be thoroughly disinfected prior to healthy staff and students use.
- 4.26 The District will work with the most up to date requirements by ACPHD to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provide access to medical professionals if illness manifests itself.
- 4.27 If more than one stable group at a specific school site or within the District is quarantined at any given time, or if a potential outbreak of COVID-19 is suspected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary according to Industry Guidance. Within 48 hours of school and/or District closure, the academic program shall transition to a total distance learning model (following the previously agreed upon Distance Learning MOU) until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model.
- 4.28 If a site or classroom is closed due to a person testing positive for COVID-19, then the facilities shall be cleaned and disinfected according to Alameda County Public Health Department prior to being re-opened for in-person learning.
- 4.29 Individuals that have been self/mandate quarantined need to show documentation to the district of a negative COVID test prior to returning to the worksite.
- 4.30 The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.
- 4.31 The District will provide all Moderate to Severe Special Education staff with appropriate PPE (which may include disposable gloves, gowns, Plexiglas or plastic barriers, face shields, and KN95 masks, etc.), in sufficient quantities, based on the recommendation and guidance from the most up to date requirements by ACPHD, CDPH, to all unit members working on campus.

- 4.32 Unit members sent home at District direction due to lack of district provided PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Health Screening, Testing, Notification, and Contact Tracing

- 4.33 The District will collaborate with ACOE and establish testing procedures in accordance with Industry Guidance/County Orders and the "NUSD Return to School Procedures" related to a return to in-person instruction.
- 4.34 The District will comply with all the most up to date requirements by DPH, ACPHD, CDPH and Cal/OSHA requirements for reporting and notifying bargaining unit members of situations where a student or District member has been diagnosed with COVID-19, as well as complying with DPH requirements for contact tracing. 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. All persons who may have come in contact with the infected individual and the Association will be notified within one business day per AB 685, DPH and CDPH requirements. With respect to an individual who is diagnosed with COVID-19, the District will notify the Association of the location(s) where the individual was present on District premises during the suspected incubation/active infection period. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by Industry Guidance and County Orders shall notify their supervisor or teacher, stay home or, if on a school site be sent home or to a medical facility. The unit member may continue to work remotely if they are able, as determined through consultation with their supervisor.
- 4.35 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 (August 7 Guidance p. 30).

5.0 Hybrid Learning

Elementary Schools and Secondary Schools (Pre School - Grade 12)

The Parties affirm that stable groups are intended and designed to be stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary stable group teacher, and systems are in place at the school site to prevent the mixing of classroom stable groups.

- 5.1 All Special Day classes (SDC) stable groups' total enrollment should be reviewed on a case by case basis in accordance with student IEPs with guidance from site administrator(s), program specialist, and the Director of Special Education.
- 5.2 Students should remain in their same workspace as much as feasible.
- 5.3 If students need to move to other workspaces in a classroom, the space should be properly cleaned and dried before and after its use. The district will provide classroom cleaning supplies that are safe for classroom use.
- 5.4 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 5.5 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned, between uses by trained staff according to the most recent Industry Guidance (pp.25-27). The District will provide each classroom with sanitizing wipes to enable unit members and students to wipe down workspaces and equipment as appropriate.

5.6 Elementary School staff shall limit the number of in-person visits to classroom stable groups by school personnel in order to minimize the spread of the illness. Staff not assigned as the primary stable group teacher shall use virtual methods of interacting with the stable attendance group, where possible.

5.6.1 Unit members shall only interact in-person with students from one (1) classroom stable group in the same workday in order to minimize their potential exposure to COVID-19.

5.6.2 Elementary SRT and Elementary PE teachers should be provided with a classroom or space to teach virtually.

Lunch

5.7 Students will not remain on campus for lunch under the District's Phase 1 Hybrid model (it will be "grab and go" lunches for the remainder of the school year).

5.7.1 The District will provide a uniform plan for all elementary site brunch protocols.

Recess/Student Break Times

5.8 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

5.8.1 All recess and break times shall be designed to maintain physical distance requirements including separation between classes.

5.8.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

Classroom/Instructional/Academic Learning Spaces/Directional Movement/Ingress and Egress Points of Entry

5.11 The District shall ensure minimum physical distancing according to most current Industry Guidance/County Orders between all student workspaces, between all educator and student workspaces, and between all employee workspaces.

5.12 The District shall calculate the maximum capacity of all workspaces shall be measured and marked to maintain physical distance requirements. The capacity for each classroom space shall be posted outside each entrance prior to the start of in-person learning.

5.12.1 Class sizes shall not exceed a number that would not allow maintenance of most current Industry Guidance/County Orders physical distancing requirements given classroom size limitations. If that is not possible, the District will use outdoor spaces or non-classroom space to accommodate physical distancing. If use of outdoor space is not feasible, the District will place barriers between student desks.

5.13 In order to help maintain physical distancing requirements in all common outdoor and indoor walkways and congregation areas, the District shall clearly mark hallways and other walkways consistent with the most current Industry Guidance/County Orders on physical distance spacing requirements between individuals walking in the same direction.

5.13.1 A detailed map of each site shall be available which includes but is not limited to the following:

- Ingress/egress routes

- Directional arrows placed for traffic control in the hallways
- Hand-washing/sanitizing stations
- Bathroom designation for specific wings or classrooms
- Isolation room
- Drop off and Pick up directional signage

- 5.14 Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning. Unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts. The parties acknowledge that unit members may be asked to assist in this area in order to ensure the safe entry and exit of students in emergency situations in which sufficient staff is not available for this purpose. School sites may designate staggered start and end times, but any staggered start or end times shall not create longer or shorter work days for unit members.
- 5.15 In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexi-glass barriers and/or face shields with neck drapes. Time spent in proximity of less than the minimum physical distance according to most current Industry Guidance/County Orders between individuals shall be minimized to the extent possible and strictly limited to no more than 15 minutes within any 24 hour period. For schools with non-standard desks (eg. triangular desks at Birch Grove Primary/Birch Grove Intermediate), the district will provide alternative solutions.
- 5.16 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 related to the use of distance learning technology if such conduct meets the definition set forth in Education Code section 48900(k)(1).
- 5.16.1 Education Code section 48900(k)(1) which permits such action if a student: "Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties."
- 5.16.2 Unit members shall immediately contact the site or District administration in these circumstances so that any questions regarding student compliance with safety measures or technology use protocols can be resolved.
- 5.16.3 Unit members will provide developmentally appropriate reminders and warnings about expected behaviors prior to suspending a student pursuant to this section and established District practices on student discipline (e.g. PBIS) continue to be applied.

6.0 Distance Learning/Hybrid Instructional Model

According to Education Code 43501 as enacted by SB 98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), grades 1-3 (230 daily minutes), grades 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

Consistent with Education Code Section 43503 as enacted by SB 98, if as a result of the most up to date requirements by Industry Guidance or County Orders, the District is unable to provide a safe and healthy in-person learning environment for all students as required in this MOU, distance learning may be offered for students on either a hybrid model combining in-person learning and Distance Learning or a full distance learning model. If it becomes necessary to return to a full distance learning schedule the MOU for Distance Learning on August 6, 2020 will take effect.

- 6.1 The Parties-agree that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students.
 - 6.1.1 NUSD will distribute textbooks, Chromebooks, and all other instructional materials in compliance with the Williams Act and as needed for students while enacting appropriate safety measures for staff and students.
 - 6.1.1.1 The District will provide a uniform process to provide and distribute the necessary materials for students doing in-person learning.
 - 6.1.1.2 The District will have all necessary instructional materials (such as pencils, paper, craft supplies, etc.,) on site three (3) days prior to in-person learning.
 - 6.1.1.3 A minimum of 5 days prior to in-person instruction, all sites and site administrators will communicate with a uniform message to encourage students to bring chromebooks, chargers, and needed materials.
 - 6.1.1.4 Unit members shall receive a stipend of \$500.00 to use on additional student and/or work related materials and/or resources at their discretion.

Hybrid Model of Instruction
Elementary and Secondary School Hybrid Model

A subgroup of the NUSD and NTA bargaining teams (Instructional Schedules Committee) have met three times and consulted on elementary and secondary instructional schedules which will be adopted by the District. For convenient reference, these District-adopted schedules are attached to this MOU as Appendix A.

- 6.2 To minimize potential Covid exposure, every effort will be made to ensure a household's students, attending the same school site, will be placed according to the same attendance schedule.
 - 6.2.1 Unit members shall not be required to provide concurrent instruction.
 - 6.2.2 If daily live interaction is not feasible for an NTA member as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from the Association.
- 6.3 The District shall provide all NTA members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.
- 6.4 Section 7.2 of the CBA shall continue to apply to unit members providing service in a hybrid learning model. For reference, section 7.2 provides:

The regular work day for full-time unit members except as provided in Sections 7.3 and 7.4 shall be seven hours (7) hours and thirty (30) minutes. The workday shall include a duty free lunch period equal to 30 minutes or the student lunch period, whichever is longer. During lunch, brunch, and preparation periods, unit members may elect to leave their worksite subject to prior approval of the site administrator(s)/designee, which shall not unreasonably be withheld.

Assignment to a Remote Teaching Position

The following procedures shall apply to the assignment of remote work:

- (a) The District shall post and notify all bargaining unit members of remote assignment vacancies via District email to all bargaining unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least [5] calendar days following the posting date. The unit member's request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household is at high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
- (b) Priority for remote assignments shall be given to those individuals who are requesting the remote assignment because either they or someone in their household is at high risk for COVID-19, in order of seniority.
- (c) If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall be filled with applicants in order of seniority. If after giving priority of assignment to these individuals, there is still additional remote work available, the remaining assignments shall be filled by the District with qualified unit members in reverse order of seniority.
- (d) In the event a unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for COVID-19, and a remote assignment is unavailable to them, such bargaining unit members may utilize any legal or contractual leaves for which they are eligible.

7.0 Special Education

- 7.1 Meetings will be conducted in accordance with requirements related to group gatherings as determined by the ACPHD. Further, the parties acknowledge the benefits of participation in virtual as opposed to in-person meetings to the extent possible.
- 7.2 No bargaining unit member shall be directed to conduct home visits unless those are currently a part of job responsibilities.
- 7.3 Specialized support providers, in consultation with the Director of Special Education, after assessing the impact of services being provided to students and the ability to meet prep time minutes, will determine, subject to the Director's approval, which students may continue to receive services remotely and which services will be delivered in-person in compliance with student IEPs until a return to full time in-person learning. The Conditions will be re-evaluated during the month of April, prior to the Spring Break.
- 7.4 All students receiving RSP services will be highly encouraged to return to in-person instruction pursuant to the District-adopted instructional model. RSP unit members will have input on which attendance schedule their students are assigned to.
 - 7.4.1 Once an RSP unit member is informed of which students on their caseload are returning the RSP unit members will work closely with gen. ed. teachers to determine which of those students needs to receive RSP minutes in-person and which can continue to make progress receiving RSP minutes virtually.

- 7.4.2 RSP unit members will only be required to physically be in a classroom at one site, their main school site or the school site where they have the most students returning in person, so long as all legal requirements can be met.
- 7.5 Specialized providers assigned to more than one school site shall be provided with their own, properly ventilated, dedicated workspace at each site to which they are assigned.
- 7.6 If a staff or PLC meeting is scheduled on the same day and at the same time as a SPED department meeting the unit member shall be allowed to choose which meeting to attend and will notify their administrator of their choice.
- 7.7 Unit members required to provide hygiene support (toileting, diapering, feeding) and or specialized health/medical procedures shall be tested for Covid-19 weekly.
 - 7.7.1 Unit members providing the support detailed above shall be provided with enough PPE to cover a minimum of 3 sets of PPE per student in the classroom. For example, if the classroom has 4 students the teacher will be provided with a minimum of 12 sets of PPE daily.

A subgroup of the NUSD and NTA bargaining teams (Instructional Schedules Committee) have met twice and consulted over a possible schedule for preschool SDC and grades PK-6 moderate/severe SDC classes. For convenient reference, this District-adopted schedule is attached to this MOU as an Appendix A.

Mod/Severe SDC classes, grades 7-12 will follow the District adopted secondary schedule. If this schedule proves unworkable for these classes, a subcommittee of District and NTA will be formed to modify that schedule to best serve student needs.

- 7.8 Unit members serving moderate/severe students who are required to provide hygiene support (toileting, diapering, feeding) and/or specialized health/medical procedures shall receive \$200.00 per month for April, May and June (prorated to \$50.00) 2021.
 - 7.8.1 SPED unit members will, to the greatest extent possible allowed by law, comply with the guidance provided as related to SPED timelines and IEPs and IEP goals.
- 7.9 Unit members shall communicate, in a timely manner, with their IEP teams and site administrator regarding challenges they face in complying with all legal requirements.
 - 7.9.1 Guidelines regarding IEPs, assessments, and/or any other guidance provided by the District or director of special education will be communicated in a timely manner as changes and updates occur.
- 7.10 The district shall ensure that all current IEPs are uploaded to Synergy and SEIS in a timely manner.
- 7.11 Safety: The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the previous memorandum of understanding which is attached hereto and incorporated herein as stated above (see Prior MOU).

8.0 Work Days and Conditions

In-Person Learning Unit Member Daily Start Time

- 8.1 School site protocols, including staggered start and end times, will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

- 8.2** If Alameda county permits sports to resume, union members will not be required to travel to other sites outside the District and will only be scheduled on our campuses unless such travel is permitted according to Industry Guidance/County Orders. If so permitted, the District will meet and consult with Association leadership to prescribe the required travel.

9.0 Childcare

- 9.1** The District shall provide staff a no-cost childcare option to school age children (gradesTK-6). Childcare shall follow all safety provisions stated in the most recent Alameda County School Reopening Plan, Addendum 3.

In-person

9.1.1 To allow members to plan accordingly, a minimum of five (5) days prior to the first day of instruction, the District will provide unit members with specific details of the childcare program available to members.

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

- 10.1** Elementary specialists, science, and physical education teachers shall continue to provide instruction in a distance learning format until there is a return to a traditional in-person instruction format.

10.1.1 NUSD will provide clear directions for Elementary specialists, science, and physical education teachers to provide distance learning instruction and support the creation of site protocols for these specialists.

- 10.2** Any in-person classroom activity that necessitates an increased health risk in a COVID-19 environment (such as singing, playing an instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE, physical distancing, and stable group sizes. Absent such guidance, unit members shall provide alternative in-person lessons (such as music theory, music appreciation, string or percussion instruments, physical education with distance requirements, etc.)

- 10.3** 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.

10.3.1 Secondary physical education teachers will collaborate with the site administrator and NTA president to determine which classroom or space is available for in person instruction.

- 10.4** Only one student is allowed in each counselor's office at a time. Students shall not congregate outside the counselors' offices.

11.0 Duration

- 11.1** Consultation Rights and Reserve Right to Further Negotiate: All meet and confer rules from Article 3 of the CBA will still apply. Due to the evolving nature of the pandemic, NUSD or the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as it affects the CBA and this MOU or any other negotiable issues.

- 11.2 Non-Precedential Agreement: All components of the current CBA between the Association and District not addressed by the terms of this MOU shall remain in full effect. This MOU is a non-precedent setting.
- 11.3 Term: This MOU resolves the negotiable effects of a transition from the full-time distance learning program to a return to in-person instruction due to COVID-19. The District and/or Association reserve the right to negotiate any additional negotiable impacts not already covered by and in conformance with the CBA or this MOU related to COVID-19 and reopening schools/or additional school closures in the 2020-2021 school year. This MOU shall expire in full without precedent on June 30, 2021, or the full-time return of students and staff, unless extended by mutual written agreement.

APPENDIX A

ELEMENTARY INSTRUCTIONAL SCHEDULES

Elementary Contractual Hours: 8:00-3:30 pm

In-Person Instruction Teachers' Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 8:30	Continue current DL schedule for Monday (synchronous instruction for morning meeting for all students -- Cohort A & B -- asynchronous activities for remainder of the day)	Staggered Arrival by Last Name			
8:30 - 11:00		<ul style="list-style-type: none"> ● Site administration and staff will determine how students are monitored upon arrival. ● Consideration will be taken into account for teachers to “supervise” in their classroom during staggered arrival time. ● *Site Orientation Video ● <i>Independent work provided to students in classrooms - teacher <u>not</u> instructing.</i> 			
11:00 - 11:15		In-Person Instruction Begins (including 15-minute snack break/recess) Cohort A			
11:15 - 12:25		Staggered Departure			
12:25 - 2:55		<ul style="list-style-type: none"> ● Site administration and staff will determine how students are monitored upon dismissal. ● Supervise student staggered departure. All hands on deck. 			
2:55 - 3:30		30-minute duty-free lunch and 40 minute prep			
11:15 - 12:25	30-minute duty-free lunch and 40 minute prep				
12:25 - 2:55	Virtual Instruction (w/15-minute break/recess) Cohort B				
2:55 - 3:30	<ul style="list-style-type: none"> ● <i>IEP's, 504, Planning, etc.</i> ● <i>A general ed teacher who is in distance learning at elementary level will be assigned to cover the IEP and every effort will made to distribute coverage equitably</i> 				

ELEMENTARY INSTRUCTIONAL SCHEDULES

Elementary Contractual Hours: 8:00-3:30 pm Virtual Instruction (ONLY) Teachers' Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 8:30	Continue current DL schedule for Monday (synchronous instruction for morning meeting for all students -- Cohort A & B students -- asynchronous activities for remainder of the day)	Make parent contact, answer emails, reach out to In-Person teachers on your site to provide support.			
8:30 - 11:15		Instruction and support			
		<ul style="list-style-type: none"> Virtual Instruction w/15-minute break/recess Virtual instruction is synchronous instruction SRT's & PE Teachers provide virtual lessons for Cohort B students coordinated at each site 			
11:15 - 12:25		30-minute duty-free lunch and 40 minute prep			
12:25 - 2:55		Instruction and support			
	<ul style="list-style-type: none"> Offer two, daily 40 minute live Office Hours and/or Small Group periods during this time for Cohort A and B students (site based coordination) Students numbers that exceed class size maximums will be assigned to distance learning only classrooms with AM instruction. As assigned by site administration, virtual teachers will be responsible to cover classes when a teacher needs to attend IEP's. SRT's & PE Teachers provide virtual lessons for Cohort A and All Cohort B students coordinated at each site 				
2:55 - 3:30	<ul style="list-style-type: none"> IEP's, 504, Planning, etc. A general ed teacher who is in distance learning at elementary level will be assigned to cover the IEP and every effort will made to distribute coverage equitably 				

- *Site Specific Orientation: A site specific orientation video will detail for community, parents/guardians, and staff ingress, egress, safety protocols, etc.
- Priority Plan of Action:
 - 1. Problem-solve class roster challenges first at the site level
 - 2. Site administration-NTA site representation make collaborative decisions based on a lens of consistency for students
 - 3. With any remaining decisions/challenges after prioritizing consistency for students, equitable decision making should be coordinated between site administrators in a systematic manner
- Elementary Science Teachers and Elementary P.E. Teachers will teach remotely in the hybrid schedules -- lessons times will be coordinated with the site principal
- (Cohort A students receive Science & P.E. instruction in the afternoon, Cohort B students receive Science and P.E. instruction in the morning)

SPECIAL EDUCATION PS & MOD/SEVERE INSTRUCTIONAL SCHEDULES

Contractual Hours: 8:00-3:30 pm

In-Person/Distance Learning Instruction Teachers' Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00- 8:20	Follow current DL schedule	Parent Communication, posting asynchronous work, emails, etc.			
8:20 - 9:00		Prep			
9:00 - 9:15		Staggered drop-off			
9:15 - 11:15		In-Person Instruction with Cohort A			
11:15 -11:30		Staggered pick-up			
11:30-12:00		Lunch			
12:00-2:00		Virtual Instruction with Cohort B			
2:00 - 3:30		Office hours (parent communication) IEP's, etc.			

- Recess, “unstructured time” will be embedded into the instructional time as for this subgroup of students, this time is an instructional time where the focus is social skills, functional skills, and quite often motor skills. Teachers and paraprofessionals are actively involved during these times. It will be up to the teachers to schedule this within their instructional block to best fit the needs of their group of students.

SECONDARY INSTRUCTIONAL SCHEDULES

Secondary Schedule

Secondary Contractual Hours: 8:00-3:30 pm

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30	Continue current DL schedule for Monday (synchronous instruction for morning meeting for all students -- Cohort A & B students -- asynchronous activities for remainder of the day)	Staggered Arrival Teachers will “supervise” in their classroom during staggered arrival time.	Staggered Arrival Teachers will “supervise” in their classroom during staggered arrival time.	Staggered Arrival Teachers will “supervise” in their classroom during staggered arrival time.	Staggered Arrival Teachers will “supervise” in their classroom during staggered arrival time.
8:30-9:20 (In-person)		1st period (Cohort A)	2nd period (Cohort A)	1st period (Cohort A)	2nd period (Cohort A)
9:30-10:20 (In-person)		3rd period (Cohort A)	4th period (Cohort A)	3rd period (Cohort A)	4th period (Cohort A)
10:30-11:20 (In-person)		5th period (Cohort A)	6th period (Cohort A)	5th period (Cohort A)	6th period (Cohort A)
11:25- 11:45 (staggered by buildings/ wings) 11:45-12:15 (Teacher protected lunch)		Staggered Departure Lunch Distribution	Staggered Departure Lunch Distribution	Staggered Departure Lunch Distribution	Staggered Departure Lunch Distribution
12:15-1:05 (Synchronous)		1st period (Cohort B)	2nd period (Cohort B)	1st period (Cohort B)	2nd period (Cohort B)
1:10-2:00 (Synchronous)		3rd period (Cohort B)	4th period (Cohort B)	3rd period (Cohort B)	4th period (Cohort B)
2:05-2:55 (Synchronous)		5th period (Cohort B)	6th period (Cohort B)	5th period (Cohort B)	6th period (Cohort B)
2:55-3:30			<i>IEP’s, Emails, and 504 Planning</i>	<i>IEP’s, Emails, and 504 Planning</i>	<i>IEP’s, Emails, and 504 Planning</i>

SECONDARY INSTRUCTIONAL SCHEDULES

Secondary Schedule

Secondary Contractual Hours: 8:00-3:30 pm

- A period, will remain virtual
- Students follow the block schedule below and receive extended passing period time before the next class begins
- All teachers, in-person and virtual, continue teaching their assigned scheduled classes
- Students of teachers who are unable to return in-person due to a medical condition will be reassigned to a designated space with certificated staff supervision
- Current teachers' schedules and preps still apply
- Plans for any class section that may be over the allotted amount will be addressed and resolved by site administration
- Counselors: No more than 1 student waiting
 - Academic/Mental Health: Appointment Slots- In person. Call the classroom to be sent one at a time. Virtual meetings is still the preferred method for regular appointments. Outdoor waiting areas and campus monitor supervision.
- NJHS will remain Periods 1, 2, 3 on Tuesdays/Thursdays and Periods 4, 5, 6 on Wednesdays/Fridays
 - Monday SEL advisory schedule will remain.
- NMHS and Bridgepoint will adhere to Periods 1, 3, 5 on Tuesdays and Thursdays and Periods 2, 4, 6 on Wednesdays and Fridays
- For IEP's, 504's, and other meetings that exceed the contractual day, please refer to the CBA.
- Reduction in class size allows for interventions and individualized attention during instructional time.
- For grade 10 and grade 11 students, prioritized pupil groups will allow for teachers to work with vulnerable students in a small group setting.
- Secondary virtual instruction teachers will make parent contact, answer emails, reach out to In-Person teachers on your site to provide support during staggered arrival time..

APPENDIX B

Walk Through Safety Checklist for Reopening Schools

Site name: _____

Date: _____

- Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus
- Each bargaining unit member will be provided with hand sanitizer, paper towels, wipes, gloves, masks, and shields
- Additional PPE available for students (size appropriate)
- Plexiglass dividers are available for students AND teachers are in the classrooms.
- Non-classroom workspaces and common spaces shall be provided hand sanitizer
- Classrooms with sinks should be workable and stocked with soap, hand sanitizer, and hand drying supplies
- All drinking fountains with the exception of those attached to a sink should be turned off and marked as such
- Every classroom w/o a sink shall be provided with hand sanitizer
- Materials or purchase orders are available for review to show materials will be in the classrooms at least 1 days before school instruction starts
- HVAC air filters shall be equipped with MERV-9 or higher
- Air purification systems are in every classroom used by staff and students
- Verify filters are installed according to the maintenance timeline
- Documentation stating all HVAC units have been turned on for five days prior to the expected return of teachers to the classroom.
- Posted outside a classroom's door shall be a readable sign, from a distance of three (3) feet, the number of individuals allowed inside at any one time
- Minimal physical distancing will be clearly marked on the ground for students waiting in line outside of classrooms, restrooms, ingress, egress and waiting for entrance health screening.
- Site specific protocols must be readily available online

- A posted detailed map(s) shall be highly visible and include, but not be limited to the following:
 - Ingress/egress routes
 - Directional arrows placed for traffic control in the hallways
 - Hand-washing/sanitizing stations (not within classrooms)
 - Bathroom designation for specific wings or classrooms
 - Isolation room
 - Drop off and Pick up directional signage

- In main hallways and other high traffic areas, directional arrows (or other means of communication) will need to be made visible (readable) for the safe and appropriate flow of foot traffic.

- To determine cohort sizes, classes must be walked and measured to determine how many desks can fit based on County social distancing requirements. The number of occupants per room must be posted on each door.

NOTES:

Signed by:

Site Administrator:  _____
BB15CCAC6E3E4E1

Date: 4/6/2021

Print name: Mark Triplett

NTA member: _____

Date: _____

Print name: _____

NTA member:  _____
CDE17269A2EA41C...

Date: 4/7/2021

Print name: Megan McMillen