

Memorandum of Understanding

Between

Albany Teachers Association

And

Albany Unified School District

Regarding Hybrid Instruction (TK-12th Grade) during COVID-19

This Memorandum of Understanding ("MOU") is agreed to between the Albany Unified School District ("District") and the Albany Teachers Association ("ATA") regarding hybrid instruction for transitional kindergarten through 12th grade during the coronavirus (COVID-19) epidemic.

The District and ATA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The District and ATA recognize that our State, Nation, and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. The District and ATA also recognize that efforts to contain the spread of the COVID-19 virus by local/county, State and Federal authorities are ongoing, and evolving.

The District and ATA will abide by all State, Federal and county guidelines/mandates concerning quarantines, social distancing, and shelter in place orders. This Agreement reflects the parties' understanding of Federal, State and local/county recommendations and mandates to date, and that upon further mandates and recommendations by State, local/county and/or Federal authorities, the parties will endeavor to renegotiate the terms of this MOU in good faith, with the aim of assisting in containing the ongoing pandemic while continuing to provide educational services to our students and communities as required by local/county, State and Federal authorities.

To promote public health and safety and to reduce the negative financial impacts on employees the parties have agreed on the following:

District Management shall notify ATA President(s) of any COVID-19 positive tests or changes to county health guidelines and classroom shutdowns within 24 hours of obtaining the information.

1) Schedules/Remote Assignments/Substitutes/Testing/Cohort Sizes

- A. The Parties agree to the attached schedules for hybrid and continued remote instruction. (See attachments.) The Parties will adhere to staggered start time strategies as outlined in the attached schedules and as may be further negotiated.

- B. Members wishing to remain in a full remote assignment through the end of the 2020-21 school year shall be selected based on District need in the following order across the district:
 - i. Based on seniority, (most years in the district to least years in the district by date of hire) members with an underlying health condition making them more susceptible to COVID as determined by a physician. A physician's note will be required.
 - ii. Based on seniority, (most years in the District to least years in the District by date of hire) members who live with a family member with an underlying health condition making them more susceptible to COVID as determined by a physician. A physician's note will be required.
 - iii. Age of member (oldest to youngest)
- C. Substitutes – If a member calls in sick, for in-person teaching, the cohort will be cancelled for the day and asynchronous work will be assigned. In the event that a member becomes sick during the school day and must leave campus, administration will cover the cohort for the remainder of the day. For any remote teaching time, if a member needs to be out for an extended period (e.g., a week or more), that member will provide a week's worth of lesson plans for asynchronous work, if possible.
- D. In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
- E. Before transitioning for the first time to in-person learning or any hybrid combination of in-person learning, unit members will receive a site-specific orientation day and three transition days which can be used to transition into classrooms/workspaces, to ensure physical distancing and all safety requirements are met. No synchronous student instruction will take place on these days.
- F. A mutually agreed upon classroom/workspace checklist following the Albany USD Reopening Plan for in-person hybrid instruction and based on COVID-19 mitigation guidance will be created. This checklist will be posted in each classroom/workspace on a weekly basis by the District. The District will make immediate modifications if there are items on the checklist that are not complete. In person instruction will not begin at any site until all protocols and modifications from the Albany USD Reopening Plan for in-person hybrid instruction have been met.
- G. Employee testing
 - i. COVID-19 testing is available through Alameda County Office of Education and the partner company Curative for all staff members. Testing will be available every weeks and is required for all members every two weeks and required for all members who have had close contact with someone who has tested positive for COVID-19. Members may elect to have testing conducted by their own medical provider such as Kaiser.
 - ii. The District will communicate the COVID-19 testing site and time schedule to employees every week.
 - iii. If the outside testing provider charges a co-pay, the District will reimburse the employee for the cost of the co-pay, not to exceed \$15 per test and not to exceed a total of \$75 per academic year.
 - iv. Unit Members using an alternative testing provider will submit a copy of their test results to the District within 48 hours of receiving the results.

- v. Testing will occur at each school site and the District office on a rotating schedule.
 - vi. The testing schedule will allow Unit Members to schedule an appointment during a 2-day (or longer) scheduling window that has time available before, during and after school hours. Unit members will not be required to get tested before or after school or during their duty-free lunch.
 - vii. All members who receive a positive COVID-19 test must report this to their school site liaisons immediately but no later than 24 hours and follow all required quarantine/isolation precautions.
 - viii. On site testing will be provided weekly for all members and conducted by our AUSD school nurse or another identified employee. Testing kits include an oral swab that the members use on themselves under the supervision of the school nurse or another identified employee. As practicable, the testing will be conducted outdoors with PPE provided and physical distancing requirements in place.
 - ix. Results will be accessed by the individual staff member through Curative by email and notification of any positive cases will be sent to the AUSD COVID Liaisons (Executive Director of Student Services and School Nurse) for immediate follow up.
 - x. If a member is tested outside of work, and tests positive, the member must report test results to their school site liaison immediately but no later than 24 hours after receiving their result.
- H. Cohorts sizes at all grade levels will adhere to county recommendations with a maximum of 16 individuals. The District shall ensure compliance with all applicable public health guidance for always organizing and maintaining students and staff in small stable cohorts during the instructional day (i.e., class time, recess, lunch and break times). The parties recognize that once a cohort has been established, it can only be changed to add a student with any changes in enrollment into the school. Members will have an opportunity to provide input on the composition of cohorts prior to the return to in-person teaching. Students in a cohort will not mix with students in other cohorts, consistent with county and state guidelines.
- I. Members will be assigned no more than two (2) cohorts. Members will only see one of these cohorts in person per day. Pursuant to county and state guidelines, a stable group is of no more than 16 individuals, including no more than 2 supervising adults in a supervised environment in which supervising adults and children stay together for all activities (e.g., class time, meals, recreation) and avoid contact with people outside of their group in the setting.
- Student and teacher workstations will be separated in accordance with Alameda County Public Health guidelines.
- J. Per state and local public health requirements and guidance, the number of students in classrooms/on campus each day shall be limited to that which can be safely accommodated to ensure physical distancing of 6 feet.
- K. On occasion, a Unit Member may determine the need for closer physical proximity while working with students. They may do so in accordance with current state and county health department guidelines, and with the use of appropriate PPE.
- L. A maximum capacity for 6 ft distancing for each room will be established and posted at least one week prior to return to in-person instruction, including for both students and adults.

- M. No room will have more than one cohort at the same time. Members may choose to allow a different cohort in their room at a different time during the same day. TK/K classrooms will be thoroughly cleaned and disinfected before another cohort uses the same room on the same day. A passing period will be allocated with enough time for high touch (e.g., student desk, faucet) surfaces to be cleaned/ disinfected
 - N. ATA members will not be required to move any classroom or common space furniture. Classrooms will not be used for any activity where physical distancing requirements are not met or any activities where masks need to be removed (ex. eating/snack). ATA members may create a map of how they would like their rooms set up prior to returning to their classrooms.
 - O. Unit Members who serve students on multiple sites and/or in multiple cohorts will have the option to work remotely or will have access to a workspace that is not shared with any other employee on the same day.
- 2) The District shall ensure that all restrooms are disinfected at regularly scheduled intervals when students are not present. The District shall ensure that all classrooms, and workspaces are cleaned and disinfected daily, 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. EPA approved disinfectant will be made available to ATA members. The District will provide daily custodial services during the COVID-19 pandemic at all sites. 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.
- 3) For each restroom, non-classroom work area, common space, and classroom, a cleaning log will be posted in the immediate area indicating the date, time, and type of cleaning done at the completion of a cleaning. Restrooms will be cleaned and disinfected twice a day. Unit members will notify the principal if the checklist is not available or is incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules.
- 4) Resource Programs/Services:
- A. Resource programs and staff will adhere to the same uniform schedules and work hours that are adopted for general education programs and staff. Site administrators will work with these unit members to mutually agree upon modified schedules based on student need, scheduling and safety, services may be provided remotely in order to maintain cohort stability.
 - B. The minutes and services should proportionately match what was offered regarding the student's total instructional minutes consistent with the COVID-19 schedules.
 - C. All assessments based on student need, scheduling and safety may be administered remotely.
 - D. Unit Members who serve students on multiple sites and/or in multiple cohorts will have the option to work remotely or will have access to a workspace that is not shared with other employees on the same day.
 - E. Resource teachers will be assigned no more than two (2) cohorts. Members will only see one of these cohorts in person per day. These cohorts will not mix with other cohorts.
- 5) Related Service Providers (Psychologists, Speech and Language, Adaptive PE, etc.)
- A. Related Service Providers shall provide support services to students and staff remotely or in person, which may include a combination of consultation, collaboration and direct instruction and service, as determined by student's IEP. Site administrators will work with these unit members to mutually agree upon how to modify where possible. Based on student need, scheduling and safety, some services/assessments may be provided remotely, at the discretion

of the unit member. Unit members have the option of providing services/assessments remotely.

- B. Any schedule that has educators working a full remote day, will provide services remotely on that day. The minutes and services should proportionately match what was offered in regard to the students' total instructional minutes consistent with the COVID-19 schedule.
 - C. Service Providers will be assigned no more than two (2) cohorts. Members will only see one of these cohorts per day. These cohorts will not mix with other cohorts.
 - D. To avoid loss of synchronous learning time, Related Service Providers will provide services during a student's asynchronous time, to the extent possible. The scheduling and discretion are up to the individual unit member based on their caseload.
 - E. Unit Members who serve students on multiple sites and/or in multiple cohorts will have the option to work remotely or will have access to a workspace that is not shared with any other employee on the same day.
- 6) Other Educators:
- A. All applicable aspects of the MOU shall apply to other unit members not previously listed including but not limited to ACC school age teachers, nurses, and teachers on special assignment (TSAs). Unit members will work with their site administrators to best determine how their services will be scheduled and utilized.
 - B. Unit Members who serve students on multiple sites and/or in multiple cohorts (i.e. counselors, intervention specialists, elementary PE, music, science teachers, and nurses) will have the option to work remotely or will have access to a work space that is not shared with any other employee on the same day.
 - C. Other Educators will be assigned no more than two (2) cohorts. Members will only see one of these cohorts per day. These cohorts will not mix with other cohorts.
- 7) The District will provide sufficient, CDC standard, PPE for all students and ATA members at all sites. Disposable masks will be provided in the event a unit member does not bring their washable or disposable masks to work. The District may reimburse a member for any other reasonable PPE that a member decides they need up to \$100.00.
- 8) 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. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined for not bringing their own PPE.
- 9) If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. All reasonable steps will first be taken to secure sufficient PPE before individuals are sent home for the day and the final decision to send an individual home shall rest with District management. Unit members sent home due to lack of 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.
- 10) All public health guidance for handwashing will be followed. The District and ATA recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering a site and every time a classroom is entered.
- 11) Personal Protective Equipment Special Considerations

- A. Individuals who cannot wear a mask because of a special circumstance such as a particular developmental or health diagnosis or doctor's order shall instead wear an appropriate or prescribed alternative face covering.
 - B. Face coverings and face shields may not be required for individuals with medical apparatus which prevents or obstructs the use of the apparatus.
 - C. Unit members working with medically fragile students and assisting with feeding or toileting measures will be provided with additional PPE (i.e., face shields, drapes, gloves, and gowns).
 - D. The District shall maintain at a minimum, one month's supply of PPE on campus for use by staff and students in special education programs.
 - E. Each classroom will be equipped with appropriate means for disposal of PPE.
- 12) The District shall comply with the following hand washing requirements:
- A. All sinks at all sites will continue to be properly functioning. Should a unit member find that they are in need of a working sink, they will immediately report it to their site administrator so that it can be remedied and a plan for replacement will be outlined in writing within 24 hours.
 - B. Every room with a sink shall be stocked with soap, CDC recommended hand sanitizer, and no touch hand drying equipment, which could include a paper towel dispenser.
 - C. Every classroom and common spaces shall be provided with CDC recommended hand sanitizer.
 - D. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point at all sites.
- 13) 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. Three (3) outdoor handwashing sinks will be added to each campus.
- 14) The District shall comply with the ACPHD Guidance on Ventilation in School Buildings.
- A. The District and ATA 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.
 - B. 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.
 - C. The District shall treat return air and/or supply air to indoor spaces via mechanical filtration and apply the highest Minimum Efficiency Reporting Value (MERV 13 or 14) filtration level the HVAC units will allow.
 - D. The District will ensure that all HVAC filters are changed at recommended intervals.
 - E. All classroom spaces or workspaces without adequate central HVAC and operable windows shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
 - F. All HVAC systems will operate in occupied mode for a minimum of one week prior to occupancy.
 - G. Classroom/teaching spaces, and workspaces will have working windows or doors that open to the outdoors and that can be used for ventilation.
 - H. If an individual tests positive for COVID-19, and has been on that campus within the last 14 days, the District will pull the HVAC filters at the site and wait at least twenty-four (24)

hours before cleaning and disinfecting these areas. These areas will not be used until cleaned and disinfected.

- I. To ensure proper ventilation is maintained throughout the school year, all classrooms shall be equipped with a carbon dioxide monitor in accordance with the requirements in the state's School Reopening Ventilation and Energy Efficiency Verification and Repair (SRVEVR) Program.
- 15) All meetings shall be held virtually and shall be scheduled during the negotiated duty day until the county has been in the yellow/safest tier for at least two weeks. Large in-person gatherings for students (i.e., school assemblies, all student gatherings) are prohibited. All other provisions of the CBA regarding meetings apply.
- 16) Students should remain in their same workspace in the classroom as much as practicable. If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 17) Each student's belongings shall be separated and stored individually where applicable. The District, working with ATA 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 and disinfected between uses.
- 18) The District will indicate with clear markings one-way travel directions in hallways and other common areas. The District will indicate with clear 6 feet distance markers for school entrances, hallways, classrooms, and yards. The District will create clear bathroom schedules and procedures that will be posted.
- 19) Unit members will receive training from site administration on distancing procedural changes specific to each site. Administration will teach and reinforce student adherence to these protocols. The District shall assure physical distancing of a minimum of six feet between students and staff, both indoors and outdoors. Placement of student desks and markings shall be placed to ensure physical distancing of at least six (6) feet.
- 20) School site administration, in consultation with unit members, shall create plans and schedules that provide lunch, recess and break times for both students and unit members consistent with the following:
 - A. All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
 - B. Unit members shall be assigned to student duties equitably and such assignments will comply with current county and state physical distancing guidance and requirements.
 - C. All members will have a duty-free 45-minute lunch.
- 21) The District will follow the ACOE and ACPH guidance for confirming, notifying, and shutting down a classroom/site and initiating distance learning when a student(s) or staff member(s) shows symptoms of COVID-19:

In general practice, if a student, teacher, and/or staff are present with symptoms of a fever and/or respiratory infection, they will be removed immediately and separated from others in an isolation space or "sick room" established on campus until they are sent home.

 - A. The District administration will use the latest ACPHD Scenarios and Protocols for Symptoms and Positive Cases to investigate, and report as needed.
 - B. COVID Liaisons will contact the Alameda County Public Health Department for guidance.
 - C. The administration will shut down a classroom immediately if a student or staff member exhibits COVID-19 symptoms on site, off site or tests positive.

- i. Symptoms: The classroom will be shut down while the staff member or student is tested for COVID-19. Upon receipt of negative results and after fourteen (14) calendar days of quarantining, the classroom will be reopened immediately.
 - ii. Positive Test/Exposure to COVID-19: The classroom will be shut down in accordance with ACPHD guidelines.
 - iii. During the period that a classroom is shut down, the staff and students will transition immediately to a remote instruction model. Remote instruction will continue until in person instruction can resume.
 - D. Exclude students and/or staff that have contracted or have been exposed to a case until the quarantine period expires or until they show a negative COVID-19 test and/or the individuals health advisor deems them fit to return.
 - E. Take immediate measures to sanitize and disinfect the classroom/site impacted by the case. (Following CDC Guidelines)
- 22) The District will require staff, students and visitors to self-screen before entering a site each day. Self-screening includes the following:
 - A. Submitting the COVID-19 Daily Symptom Checker health screening questionnaire prior to arriving at the site.
 - B. The data collection will be done by the school site liaisons at the beginning of each day before staff and students arrive.
 - C. In the event that the self-screening could not be completed before arrival, designated staff will assist with facilitating the self-screening onsite. No touch thermometers will be made available for staff, students, and visitors to use.
 - D. A site-based protocol will be devised to inform teachers that all cohort members have been prescreened.
- 23) The District will use the following guidelines for students and staff returning to campus:
 - A. In order to ensure that all ATA members who want to be vaccinated have the opportunity to get immunized:
 - i. TK-K members will not be required to teach in person prior to March 15, 2021
 - ii. 1st-3rd grade members will not be required to teach in person prior to March 22, 2021,
 - iii. 4th-6th grade members will not be required to teach in person prior to March 29, 2021,
 - iv. 7th-12th grade members will not be required to teach in person prior to April 5, 2021.
 - v. While members may work without the COVID-19 vaccination, per guidance from the CDC, the District is committed to advocating on their behalf to secure a vaccination as soon as possible.
 - vi. Members will not be required or directed to get the vaccine.
 - B. If Alameda County COVID case rates rise above 22 per 100,000, the District and ATA will reconvene to mutually assess and agree to additional safety steps and precautions, which may include the decision to remain in-person or return to distance learning.
 - C. Once a student is cleared to enter campus by a staff member, the student will be sent to their class.
 - D. Students will be required to have their face mask/shield on prior to entering campus. The face mask/shield is expected to be worn for the remainder of the school day. The mask can only be removed briefly during recess to eat and/or drink if necessary, outdoors. To ensure the safety of all, school sites must exclude students from classrooms if they are not exempt from

wearing a face covering under CDPH guidelines and refuse to wear their own mask or one provided by the school. Unit members are not responsible for supervising those students who are excluded from the classroom.

- E. Staff members shall not report to work if they are exhibiting symptoms of COVID-19 or have been in close proximity to someone who has tested positive for COVID-19 or has been exhibiting symptoms of COVID-19 within the past 14 days.
 - F. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 will be sent home or sent to an isolation room on site pending travel home.
 - G. With the exception of the School Nurse, unit members will not be required to perform wellness checks on students.
- 24) Visitors are not allowed in classrooms at any time. Parents/Guardians and visitors will be restricted to designated outside spaces with proper distancing and face masks/shields required at all times. Students not assigned to a cohort on a particular day will not be allowed on campus during the instructional day.
- 25) This MOU has the full force and effect of the CBA between the parties. As such, disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the CBA between AUSD and ATA.
- 26) Health and Safety Provisions
- A. For unit member self-care:
An ATA member will be given up to five (5) district paid days at their per diem rate if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. A unit member may choose to work remotely if using leave for reasons 1 and 2.
 - B. For unit members to care for others:
An ATA member will be given up to five (5) days at 2/3 of their per diem rate, if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school/schedule closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, or (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19. The District may request verification prior to placing a unit member on paid leave.
During the duration of this MOU, a unit member may use their accrued time off for purposes of childcare, COVID-19 vaccination, and COVID-19 testing.
 - C. Following the expiration of the FFCRA and in the event Following the expiration of the FFCRA and in the event a bargaining unit member is unable to return to in-person instruction because of the need to care for a minor child due to a COVID-19 related school/schedule closure, or 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 entitled to all leave available under the law and the parties' CBA.
 - D. All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect. If a unit member submits a workers' compensation claim that

COVID-19 disease is caused by work exposure for a bargaining unit, the District shall follow the worker's compensation protocol.


ATA and the District share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the COVID-19 pandemic.

This MOU shall sunset and automatically expire without precedent on June 30, 2021, unless both parties mutually agree upon an extension. The provisions of this MOU shall not be modified and/or changed unless both parties mutually agree in writing, expressly stated therein.

The parties agree to bargain the impact and effects, prior to the implementation, of "The Safe Schools for All" Plan (12/30/2020), or any subsequent plans issued by the state of California related to schools during the pandemic.


Due to the evolving nature of the conditions under the COVID-19 pandemic, either party may reopen the MOU for further negotiation/modification at any time. This MOU is subject to the Grievance Article of the District and Association Collective Bargaining Agreement.

Albany Teachers Association



Date: 03/05/21

Albany Unified School District



Date: 3/5/21