

Memorandum of Understanding
Between
Albany Unified School District
And
Albany Teacher's Association
Regarding Full Reopening to In-Person Learning
TENTATIVE AGREEMENT

June 22, 2021

The Albany Unified School District ("District") and the Albany Teachers Association ("ATA"), known jointly as "the Parties," agree that except for those provisions specifically modified by this MOU, the collective bargaining agreement ("CBA") shall govern members' terms of employment.

Safety Provisions for the 2021-2022 School Year:

The District shall comply with all safety provisions from the California Department of Public Health (CDPH) and Alameda County Public Health Department (ACPHD), and shall not be required at any time to have more restrictive safety provisions except as otherwise provided in this MOU. The Parties agree that the ACPHD may issue more restrictive guidelines and recommendations than the CDPH, and that the District shall comply with the more restrictive guidelines and recommendations.

As the CDPH and the ACPHD guidelines and recommendations are adjusted to provide a new standard of safety, the District agrees to abide by all updated guidance and recommendations. ATA retains the right to demand negotiations over changes to any mandatory subject of bargaining including health and safety.

- 1) Students who are required to quarantine due to COVID-19 will be provided instructional materials to continue learning independently while absent. Simulcast teaching shall not be required of any member.
- 2) Class Size:
 - a. A full in-person class size may contain the number of students in a regular class size according to the CBA so long as physical distancing required by CDPH and ACPHD is maintained or, if unable to maintain physical distancing requirements, the size of the class shall be limited to the maximum number of students possible while maintaining physical distancing requirements required by CDPH and ACPHD.
 - b. The District will make every effort to avoid combined classes for the 2021-2022 school year, and may utilize supplemental funding if necessary.
- 3) Expanded usage of accrued leave:
 - a. During the duration of this MOU, a unit member may use their accrued time off to care for a dependent family member based on COVID-19 illnesses, or for childcare related to COVID-19 closures or quarantine requirements. The District reserves the right to request verification.
- 4) If unforeseen circumstances mandate school closures during the term of this MOU, the parties may mutually agree to a return to remote instruction as described in the MOU on Full Remote Instruction dated August 17, 2020, and may negotiate modifications to that MOU as necessary.

- 5) Screening and Response to Positive Tests/Outbreaks:
 - a. The District will ensure that all students, staff and visitors are screened for symptoms prior to entering a school site, in adherence to CDPH and ACPHD guidelines. Staff and/or students who have contracted or unvaccinated staff/students who have been exposed to COVID-19 shall be excluded until they show a negative COVID-19 test or the quarantine period expires, in adherence to CDPH and ACPHD guidelines.
 - b. In response to any school or work site outbreak, the District shall adhere to CDPH and ACPHD guidelines, and take immediate action to address the school or work site conditions.
 - c. Upon notification that an employee or student has been infected with COVID-19, the District shall inform all bargaining unit members who may have been exposed or in close contact with the individual during the infectious period of their potential exposure within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and the district's disinfection plan that will be implemented. A copy of such notice shall be provided to ATA co-president(s) at the same time it is provided to the affected unit members.
 - d. The District shall maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated within 24 hours of the District receiving confirmation of a positive test.

- 6) The District will designate those individuals responsible for oversight and compliance with all policies and protocols for COVID-19 safety at the District and site levels. These policies will be clearly communicated in writing to all staff, parents and students at the beginning of the school year, and any time that guidelines change.

- 7) Violations of this MOU including violations of the public health guidelines referenced above may be addressed through the grievance procedure in the existing collective bargaining agreement.

- 8) This MOU shall expire June 30, 2022, unless mutually extended by the parties.

Albany Teachers Association

Albany Unified School District

Date: _____

Date: _____