

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATOMAS UNIFIED SCHOOL DISTRICT
AND
NATOMAS TEACHERS ASSOCIATION**

In-Person Supplemental Cohorts

September 30, 2020

The Natomas Unified School District ("District") and Natomas Teachers Association ("Association"), hereinafter collectively referred to as "the Parties", have a collective bargaining agreement that includes relevant items such as teacher work day, teacher instructional day, student instructional day, collaboration time and preparation time. This collective bargaining agreement was ratified on September 23, 2019 and outlines how Natomas Unified meets its obligation to provide a free and appropriate public education to students.

The parties agree that the District may implement in-person small group cohort options in alignment with state and local guidance related to providing specialized services, targeted services and support for students in ways that maintain the focus on health and safety to minimize transmission, while schools are otherwise closed for in-person instruction.

In alignment with the California Department of Public Health's most recent guidance, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or building capacity.

- Cohorts must be no larger than can be accommodated by the space available in the facility to provide at least 6 feet of distance between each person, including staff, but in no instance larger than 16 individuals total. Cohorts are limited to no more than 14 students, with no more than 2 supervising adults in a supervised environment, or a configuration of no more than 16 individuals total (children and youth or adults) in the cohort.
- The number of adults assigned to a cohort should be minimized and is ideally limited to two. However, cohorts may include more than two adults, provided the total size of the cohort does not exceed 16 individuals (students and adults together).
- Cleaning and wiping surfaces (e.g., desks, door handles, etc.) must be maintained between multiple student uses, even in the same cohort. See Section D, Safety, for additional measures that will be implemented.

This MOU is intended to address those subjects within the scope of bargaining not addressed within the parties' current collective bargaining agreement.

Brenda Borge
Brenda Borge (Oct 1, 2020 14:11 PDT)

A. In-Person Supplemental Cohorts (This applies to PK-12 grades)

Staff may provide in-person support to cohorts of students as a supplemental support outside of the live instructional day (synchronous learning). The scheduled assignment hours may either occur beyond the teacher's work day, or during the teachers' work day causing regularly scheduled duties to occur outside of their

Chris Evans
Chris Evans (Oct 1, 2020 14:18 PDT)

normal work day (such as office hours and/or prep occurring later in the day due to the voluntary assignment)

1. Special Education Supplemental Cohorts (all grade levels)

- a. Districts are able to prioritize students with disabilities into in-person small group cohorts to provide supplemental support services. The prioritization of the students in the cohorts is determined by the LEA. The cohorts are not meant to replace full-time, in-person instruction.
- b. Students may receive one-on-one services and supports from other qualified adults. These additional supports and services must be done individually and cannot be done with other students. Staff who are providing specialized services or targeted support – such as speech or occupational therapy, nursing/psychological services or intensive tutoring -- should be assigned to work with students in as few cohorts as possible and must observe appropriate precautions to prevent transmission, including wearing appropriate personal protective equipment (PPE).
 - i. Cohorts are provided on a continuum and include a range of services.

2. Multi-subject Supplemental Cohorts (Secondary)

- a. Students with specific specialized academic needs (such as ELD, math, science, ELA, World Language, etc) needs or classes with specialized areas (Drama, Career Technical Educational, etc) in 6th-12th grades, at their respective schools may receive supplemental support.

B. Notification of Opportunities

- a. The district will notify all teachers via email of any opportunity to serve as a Supervising Adult. The job posting (email) will describe the specific position responsibilities of the special assignment and its anticipated hours per day and duration.
- b. Selection for Supervising Adults
Teachers will be solicited from appropriately credentialed district teachers. Selections will be made that most appropriately meet the needs of students within each cohort. The Superintendent or administrative designee, with site principals, will make all decisions on selecting supervising adults. Interviews will be arranged as necessary.

C. Cohort Support or Compensation

- a. Teacher's participation as a Supervising Adult for supplemental cohorts shall be voluntary. Once a schedule for the supplemental small group has been confirmed, the teacher will remain in that capacity for the agreed upon period of time. The period of time shall be communicated in writing to the teacher prior to assignment being confirmed. The supplemental time for each cohort shall not exceed three (3) hours a week and shall exclude Fridays.
 - 1. A teacher selected as a Supervising Adult for a supplemental cohort shall be paid \$60.00 per hour for extra duty/time that exceeds the teacher's normal work day either because:
 - a. the scheduled assignment hours occur beyond the teacher's work day, or;
 - b. The scheduled assignment hours occur during the teachers' work day causing regularly scheduled duties to occur outside of their normal work day (such as office hours and/or prep occurring later in the day due to the voluntary assignment)

2. Timesheets must be submitted to and approved by the principal monthly.

D. Safety

When reopening schools for any form of in-person learning, the District shall primarily utilize the COVID guidelines issued by California Department of Public Health ("CDPH"), Centers for Disease Control and Prevention ("CDC"), and Sacramento County Public Health ("SCPH"). Any Executive Orders from the Governor of California will also be utilized.

The state requires that school officials should develop and implement plans in collaboration with local health officials and school-based staff, but are not required to receive express approval from the local health department. The District has publicly shared these plans with all stakeholders and will continue to update the plans as guidance and/or educational phases being implemented are updated.

References to the Sacramento County 2020-2021 School Year Planning document (SC2020-21) are used as a guide to help staff and families see the utilization of county guidance.

Definitions:

- A **contact** is defined as a person who is less than 6 feet from a case for more than 15 minutes.
- A **cohort** is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

1. Physical Space

Physical Distancing: In alignment with the Sacramento County Guidance (SC2020-21 pages 4-5):

- a. In classrooms:
 - i. Desks shall be spaced apart to provide recommended social distancing between students pursuant to California Department of Health Guidelines.
- b. Staff and students who do not pass the health screening shall be denied entry. Staff and students who do not pass the health screening or begin to display symptoms consistent with COVID-19 during the school day or work day will be sent home or sent to the school identified isolation room (sick room). Students in the isolation room shall be supervised by the principal or trained designee. The District will inform NTA when such a staff member or student has cleared Sacramento County's guidelines for return to school/workplace.
- c. The district will operate HVAC systems to allow for the most fresh air changes per hour. NUSD has taken action to use Merv 13 air filters in HVAC systems during the 2020-2021 school year as well as purchase separate HEPA air filter machines for classrooms and other spaces across the district.

2. Personal Protective Equipment (PPE) and Other Safety Materials:

- a. The District shall require the use of facial coverings ("masks") in accordance with state, and local guidelines currently in effect or as may be amended. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield. The district will supply appropriate PPE to all unit members. Unit members may provide their own PPE so long as the PPE meets required standards set forth by state and county guidelines and is equivalent or more to the PPE provided by the district.
 - i. If, due to a significant and documented cognitive or mental health disability, the student is not able to wear a face covering, than per the CDC guidelines, other measures to reduce the risk of COVID-19 spread, including social distancing, frequent hand washing, and cleaning and disinfecting frequently touched surfaces must be adhered to. In such a case, cohort sizes will not exceed a 1:2 adult to student ratio so students can maintain social distancing and adhere to the CDC guidelines.
- b. Hand sanitizer/soap: The District shall comply with the following hand washing logistical requirements:
 - i. Every room with a sink shall be stocked with soap and paper towels;
 - ii. Every classroom shall be provided hand sanitizer;
 - iii. Non-classroom workspaces shall be provided CDC approved hand sanitizer;
 - iv. Hand sanitizer at each entrance and at exit points;
 - v. Teachers will inform their custodian if more hand washing/hand sanitizing supplies noted above are necessary and utilize CCS if a timely response is not provided;
 - vi. Wipes or hand sanitizer will be readily available near the copiers and any other shared equipment for sanitation purposes.
- c. Daily Cleaning and Disinfecting: District custodial staff will routinely clean and disinfect high-touch surfaces and fixtures, using the recommended disinfectants.
- d. To help prevent the spread of COVID-19, the District shall train volunteers in appropriate measures (public health measures, hygiene, sanitation, etc.) to prevent the spread of the virus.

3. Additional Modifications

The District will utilize the following proposed strategies from the Sacramento County Guidance (SC2020-21 pages 4-5):

- a. Limit non-essential visitors on campus. With the exception of the site or district administrator(s), emergency behavior support staff, and related service staff who are pulling students from the cohort, no additional adults will be allowed in the classroom as this will violate the safety requirements of the cohort.
- b. Ensure adequate supplies to minimize sharing of high-touch materials (art supplies, equipment, etc.) to the extent practicable or limit use of supplies and equipment to one group of children at a time and clean and disinfect between uses.
- c. Require Temperature and Symptom Checks: Families and staff will need to take their temperature and assess their students and themselves for

symptoms prior to coming to school/work. All sites will be equipped with touchless thermometers and a touchless station that allows staff and students to take their temperature if they were unable or forgot. Students and adults should also screen themselves for respiratory symptoms such as cough and shortness of breath prior to coming to school each day. Students and adults experiencing those symptoms should not attend school. For employees, if their temperature is 100.1 F degrees or higher, the employee needs to call in to Aesop (Frontline).

- d. Student Lunch and Recess: If students are on site for lunch or recess, the District will provide adequate staffing for supervision to ensure that unit members receive a thirty-five (35) minute duty free lunch as applicable.

4. COVID-19 Testing and Contact Tracing

The District has partnered with Sacramento County Public Health with an in-district testing center ("Partner"). The District commits to remaining a partner as long as Partner allows and based on acceptable terms. Starting September 15, 2020, District staff will be offered free COVID Testing at the testing center. The District has trained contact tracers to assist in identifying where point of infections exist. If Contact Tracing shows an employee was exposed and contracted COVID-19 from school related business, that employee will not be subject to any loss of sick days during the 2020-21 school year.

The Sacramento County Office of Education, Sacramento County Public Health, Natomas Unified, and the Natomas Teachers Association are committed to the health and safety of all students and staff. Sacramento County Public Health will continue closely monitoring the rate of infection in Sacramento County. As public health guidelines change, the District will adapt and modify plans. We will work together with our students and families to keep our children safe as we transition to our new approach to educating students. (SC2020-21 page 8)

D. Identification of Students for In-Person Small Group Cohorts

1. The Parties acknowledge that our students have a wide range of learning needs. In an effort to mitigate learning loss and provide targeted instruction for PreK-12 students who need the most support, opportunities for in-person small group instruction and support will be considered for students in a variety of areas. The District has identified students in different groups. The nature of volunteer teachers will also play a role in which students can participate in the cohorts.
2. Students who are participating in supplemental cohorts will continue to receive distance learning instruction.

The Parties agree to meet and negotiate any additional State-issued requirements within the scope of bargaining for the 2020-21 school year, including subjects within the scope of bargaining related to school closures, educational options such as in-class instruction.

This MOU expires on June 30, 2021, but may be extended by mutual written agreement. Upon expiration of this MOU, all terms and conditions in the CBA shall be returned to the 2019-2020 status, prior to the enactment of this agreement, unless otherwise agreed to by the parties. This is a non-precedent setting MOU.

The undersigned represent that they are authorized to execute this MOU.

For the District:



Chris Evans (Sep 30, 2020 15:16 PDT)

Chris Evans, Superintendent

For the Association:



Brenda Borge (Sep 30, 2020 14:42 PDT)

Brenda Borge, NTA President