

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

**1:1 In-Person Assessments**

**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.

**1. 1:1 (One on One) Assessments:**

Special Education Assessments: PK-12 Special education assessments are required to be provided based on state guidance. Psychologists, special education teachers, nurses, and speech pathologists shall conduct assessments on a voluntary basis in a 1:1 setting with full PPE. Assessments should preferably be conducted during the bargaining unit member's work day. If this is not possible, bargaining unit members who conduct assessments outside of their work day will be paid hourly based upon their per diem rate to conduct the assessment(s), using a timesheet.

- a. Staff who are providing services such as individual assessment administration will be provided with clear surgical masks, face shields, hand sanitizer, spray disinfectant and wipes, gloves, disposable scrubs and, if requested, physical plexiglass barriers. Between student sessions, trained staff will wipe down exposed surfaces before the next student is allowed access. The rooms will be cleaned nightly per pandemic safety protocols.

**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 who require it.
  - i. If, due to a significant and documented cognitive or mental health disability, the student is not able to wear a face covering, then 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.
- 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;
  - ii. Every classroom shall be provided CDC recommended hand sanitizer;
  - iii. Non-classroom workspaces shall be provided hand sanitizer;

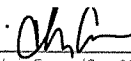
- iv. Hand sanitizer at each entrance and at exit points;
  - v. Teachers will inform their custodian if more hand washing/hand sanitizing supplies noted above are necessary and utilize CCS if a timely response is not provided;
  - vi. Wipes or hand sanitizer will be readily available near the copiers and any other shared equipment for sanitation purposes.
- c. 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.
  - d. Daily Cleaning and Disinfecting: District custodial staff will routinely clean and disinfect high-touch surfaces and fixtures, using the recommended disinfectants.

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:

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

Chris Evans, Superintendent

For the Association:

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

Brenda Borge, NTA President