

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ANTIOCH UNIFIED SCHOOL DISTRICT  
AND ANTIOCH EDUCATION ASSOCIATION**

**2021-22 SCHOOL YEAR FULL REOPENING FOR IN-PERSON  
LEARNING/INSTRUCTION AND CLASSROOM SAFETY  
DUE TO COVID-19 PANDEMIC**

Students and staff are very excited that our schools will be opening fully for in-person instruction in the Fall. We agree with the Department of Education and the CDC that it is paramount that our schools are open for in-person learning. This MOU is to ensure the following:

1. The continual safety of students regarding COVID19.
2. The continual safety of staff regarding COVID19.
3. To ensure the least number of positive cases on school sites for 2021- 22 school year.

The School District ("District") and the Antioch Education Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 pandemic and the return to school during the 2021-2022 school year. The protocols in this MOU are to clarify current health and safety guidelines for returning to full in person instruction.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic continues to necessitate modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. This agreement is non-precedent setting. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The district shall adhere to the guidelines set forth by the Contra Costa Department of Public Health (CDPH).

The District, in collaboration with the Association, agrees to make adjustments for the 2021-2022 school year as follows:

**1.0 IN-PERSON INSTRUCTION**

- 1.1 Each student shall be encouraged to store their belongings separate from other students. Where a designated space cannot be provided, students are encouraged to use a backpack to store their belongings.
- 1.2 The District shall provide each classroom teacher with a budget of \$150 to purchase student supplies in order to provide equitable access to education as well as minimize

- the sharing of high-touch materials. Equipment and supplies shall be sanitized before use by different students.
- 1.3 School staff shall limit the number of in-person visits to classrooms by parents and others in order to maintain the stability of the cohorts and to minimize the spread of the illness.
  - 1.4 Students will have their own desk/work area when possible.
  - 1.5 Any unit member who teaches in person shall have no virtual students, with the exception of Prospects High School where teachers shall meet individually with students either virtually or in person. However, the parties recognize and acknowledge that should a positive case occur in a classroom and a quarantine is required, the teacher and students will convert to distance learning.
  - 1.6 The District shall follow all guidelines as required by CDPH and the State of California related to wearing of masks while on school property.

## **2.0 LIVE STREAMING WHILE PROVIDING IN PERSON INSTRUCTION**

Under no circumstances shall a teacher be required to provide both in-person classroom instruction and virtual instruction simultaneously.

## **3.0 SCHOOL SAFETY**

The following safety measures and equipment/supplies will be implemented within the first seven (7) days of instruction:

- 3.1 Cleaning and Disinfecting - All cleaning and disinfection procedures should follow public health guidelines with staff trained on new protocols, products, and safe handling.
- 3.2 Sanitizing products shall be available to all bargaining unit members.
- 3.3 The District shall provide cleaning and disinfection of all campus spaces such as classrooms, libraries, cafeterias, gyms, restrooms. This cleaning shall be required according to County Health guidelines.
- 3.4 The District shall provide cleaning and disinfection of surfaces such as doorknobs, railings, light switches, classroom sink handles, copy machines, and countertops as appropriate.
- 3.5 The District will follow all guidelines as required by CDPH and the state of California related to physical distancing while on school property. Although physical distancing is not required, CDC recommends schools maintain at least 3 feet of physical distance between students within classrooms, combined with indoor mask wearing by people who are not fully vaccinated, to reduce transmission risk. When it is not possible to maintain a physical distance of at least 3 feet, such as when schools cannot fully re-open while maintaining these distances, it is especially important to layer multiple other prevention strategies, such as indoor masking.
- 3.6 The District shall ensure all HVAC systems operate in the mode which delivers the maximum fresh air changes per hour while maintaining space temperatures within District standard temperatures of 68-74 degrees, that demand-controlled ventilation is operating properly, opening outdoor air dampers as indoor and outdoor conditions safety permit where such controls exist. Air filters shall meet applicable health and safety requirements. Unit members may request an air purifier in their classroom if they do not have opening windows or proper ventilation.

- 3.7 The District shall provide teacher desk see-through partitions upon request. If a unit member requests partitions for student desks, they will be ordered and installed as soon as practicable.
- 3.8 For students who cannot or refuse to consistently wear a mask, the bargaining unit member shall report this issue to the site administrator via email. The administrator or their designee will contact the parent of the student refusing to wear a mask, and if the student continues to consistently refuse to wear a mask, the student will be reassigned to independent study.
- 3.9 The District shall provide a plan for limiting visitors on campus including classrooms. All visitors to campus shall respond to a set of self-screening questions that determine if that visitor(s) shall remain on campus.
- 3.10 Each bargaining unit member shall perform a daily self-check before coming to work. Bargaining unit members shall not come to work if feeling sick or if they have a fever above 100.4 degrees. Bargaining unit members exhibiting symptoms of Covid-19 during the work day shall return home and shall be entitled to use any available leaves under the Collective Bargaining Agreement, including SB95 if applicable.
- 3.11 Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home. No bargaining unit member shall be required to monitor this secure waiting room for students.
- 3.12 The District shall clearly provide and identify space that can be used at each site to isolate students and staff with symptoms. The location of these spaces shall be provided to all unit members at the site.
- 3.13 Students, employees, and visitors shall be encouraged to wash their hands or use hand sanitizer upon entering District sites, regularly throughout the day, and every time a classroom is entered. Sanitizer shall be provided by the District in every classroom and work area.
- 3.14 All staff shall be provided and utilize Health and Safety Stations (and Personal Protective Equipment) gloves, disinfectant wipes, face shields, hand sanitizer, etc.
- 3.15 Upon written request, N95 masks and face shields shall be provided to bargaining unit members.
- 3.16 When there is a known positive case of COVID-19 of any student or staff on site, county health guidelines shall be followed.
- 3.17 The District shall provide to all bargaining unit members a clear plan for what happens when positive cases happen on any site. The district plans are posted and updated on the District website under the Covid-19 section.
- 3.18 The District shall have a plan ready to close schools and return to distance learning if the state and/or local health department has determined that a resurgence has/will occur and that it is therefore necessary to reinstitute a stay-at-home order. Such plans may be similar to those that chapters negotiated during school closures last year and/or may contain additional elements given the complexity of our current situation. This plan shall be subject to bargaining by the parties.

#### **4.0 DEFINITIONS**

- 4.1 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 4.2 "Hand Sanitizer" – this product must contain at least 60% alcohol (see CDC and FDA Advisories.)

- 4.3 "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

## 5.0 VACCINATIONS

- 5.1 The District shall develop a tracking system for the vaccination status of employees. Until the tracking system is fully implemented, the District shall treat all people as unvaccinated and require a universal masking policy unless outside and seated while eating or drinking.
- 5.2 An employee has the right to decline to state if they are vaccinated or not. In that case, the employer must treat the employee as unvaccinated and must not take disciplinary or discriminatory action against the employee.
- 5.3 The District shall continue to support COVID vaccinations by:
1. Working with CDPH to make school sites available for use as vaccine centers accessible to staff and community members
  2. Providing resources and answering general questions about COVID vaccines for students and employees
  3. Allowing staff and students to attend vaccination appointments without any penalty or loss of leave

## 6.0 ISOLATION AND QUARANTINE

The district shall follow the most recent County Department of Public Health Services (CDPH) guidance regarding isolation and quarantine.

## 7.0 CONTACT TRACING

- 7.1 Schools must adhere to required reporting requirements and notify, as indicated, the County Health Services Department of any newly reported case of COVID-19 for a student or staff member if the County has not yet contacted them about the case.
- 7.2 Certificated staff shall be notified of the correct procedures for reporting any suspected or confirmed positive case of COVID-19.

## 8.0 LEAVES

When determining a unit member's potential COVID-19 exposure or exhibition of COVID-19 symptoms, protocols below will be followed.

- 8.1 In the event that it is not medically possible for the unit member to continue teaching after COVID-19 **exposure**, the unit member may use accrued and available leave until it is determined by workers compensation whether the exposure was work related or not. Unit members will need to inform their site administrator as soon as possible and enter their absence.

- 8.2 In the event that it is not medically possible for the unit member to continue teaching after not being able to pass **self screening**, the unit member may use all accrued and available leave until it is determined it was work related COVID-19 exposure. Unit members will need to inform their site administrator as soon as possible and enter their absence.
- 8.7 District will comply with Cal-OSHA Standards.
- 8.8 Unit members shall have the right to use all accrued leave time as defined by the Collective Bargaining Agreement, including to care for a family member with COVID related illness.

**9.0 IN-PERSON GATHERINGS**

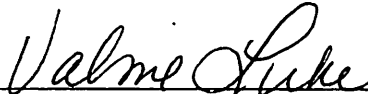
Large in person gatherings such as assemblies and rallies shall be suspended at this time. Back to School Night shall be held virtually. Parent conferences, SSTs and IEPs shall have the option of being held virtually with parent agreement. In-person gatherings will be reevaluated for each quarter of the school year. The District and Association shall meet at least one week prior to end of each quarter to negotiate any changes.

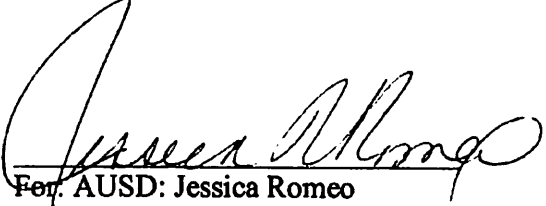
**10.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

Due to the evolving nature of the pandemic, the District and/or Association reserve the right to negotiate safety and/or any additional impacts and effects related to the COVID-19 pandemic and/or additional school closures in the 2021-2022 school year.

**11.0 DURATION**

- 11.01 The Parties 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 pandemic.
- 11.02 This MOU shall expire in full without precedent on June 30, 2022 unless extended by mutual written agreement of the Parties.

  
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For AEA: Valorie Luke  
AEA President

  
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For. AUSD: Jessica Romeo  
Deputy Superintendent, AUSD

Date: 8/4/21

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