

**This Memorandum of Understanding (MOU)**  
**Between**  
**New Haven Unified School District (NHUSD) and New Haven Teachers Association (NHTA)**  
**COVID-19 Safety and Leaves**  
**2021- 2022 School Year**

The District shall adhere to the COVID-19 guidelines and orders issued by the Alameda County Department of Public Health ("ACDPH"), California Department of Public Health ("CDPH"), Centers for Disease Control and Prevention ("CDC"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and the California Department of Education ("CDE"), as such guidelines and orders may be updated from time to time.

Where there is a conflict between the various guidelines or orders, the District shall adhere to local county public health requirements in order to minimize potential health and safety risks for all unit members, students, and their families.

In the absence of local county public health requirements, the District shall adhere to CDPH, Cal-OSHA, then CDC, in that order.

**SAFETY**

1. For the duration of this MOU, the district will follow the safety guidelines reflected in the "Return to In-Person Instruction Plan for the 2021-22 School Year". The Return to In-Person Instruction Plan will be updated to reflect current safety protocols.
2. New Alameda County Public Health Department ("ACDPH"), California Department of Public Health ("CDPH"), Centers for Disease Control and Prevention ("CDC"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and California Department of Education ("CDE") COVID-19 safety protocols and mandates will be a standing item during District Consult.
3. An updated link to the "Return to In-Person Instruction Plan for 2021-2022 School Year" will be shared with unit members via email every time it is revised. The specific updates or changes to the plan will be explicitly shared with unit members via email.

**LEAVES**

The District will provide applicable leave entitlements in accordance with the CBA and state and federal laws including, COVID-19 Supplemental Paid Sick Leave (SB 95), Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").

If leave entitlements are amended, modified or created under state and/or federal law, the new entitlements will automatically be adopted into this MOU and communicated to unit members. Anything not expressly covered in this MOU is covered by the current Collective Bargaining Agreement (CBA).

This is a one-time, non-precedent setting agreement for the 2021-2022 school year. This agreement is subject to the terms and conditions described above and does not obligate the District NHTA to further considerations. Both parties agree that nothing in this MOU shall be construed for any purposes as an admission of any violation or misinterpretation of the current collective bargaining agreement. This MOU shall expire in full without precedent on May 27, 2022 unless extended by mutual written agreement.

**FOR THE ASSOCIATION:**



\_\_\_\_\_

Date

08/12/2021

**FOR THE DISTRICT:**



\_\_\_\_\_

Date

8/12/21

**This Memorandum of Understanding (MOU)**  
**Between**  
**New Haven Unified School District (NHUSD) and New Haven Teachers Association (NHTA)**  
**Personalized Learning Academy (PLA)**  
**2021-2022 School Year**

The New Haven Unified School District ("District") and the New Haven Teachers Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2021-2022 school year.

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. 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.

Assembly Bill 130 has provided updated regulations and guidelines for Independent Study following the COVID-19 pandemic for students that are unable to return to in-person learning. NHUSD and NHTA agree that as such, the regulations and guidelines will be implemented as referenced in the Assembly Bill.

This MOU will be in effect only during the 2021-2022 school year and will expire automatically on May 27, 2022. At any time during the period of this MOU, either party may request to meet and confer regarding compliance with this MOU and the CBA regarding implementation of this Program. Both parties agree to meet to discuss whether future legislation that mandates changes to the PLA impacts negotiable working conditions in a manner not already covered by this MOU and the CBA.

This is a one-time, non-precedent setting agreement for the 2021-22 school year. Nothing herein shall be interpreted as an admission of fault or liability or as evidence or establishment of any practice or policy. This agreement between the parties is entered into in good faith to address issues around the new PLA at Decoto School for Independent Study ("DSIS"). This agreement is intended for the benefit of the students, staff and District. The District and Association agree as follows on the following issues:

**1. Description of Personalized Learning Academy**

Except for the grade span configurations in section (a) below, all of the following descriptions are intended to be consistent and in compliance with SB/AB 130 and do not add to or alter legal requirements.

a. Instruction in the PLA will consist of the following synchronous, asynchronous instruction, and live interaction.

- TK-3, a plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year.
- 4-8, a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
- 9-12, a plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

- b. In addition to synchronous instruction and live interaction, per current practice independent study also encompasses asynchronous instruction which may include teachers' pre-recorded lessons and videos, the use of virtual learning platforms, student individual and/or small group work on assignments, and projects.
- c. Unit members will provide rigorous instruction to students of the educational quality and intellectual challenge substantially equivalent to in-person instruction. Unit members will use District approved online platforms, and District-adopted standards-based curriculum and assessments. District and state assessments shall be administered by unit members to their students. Assessments may be digital or printed, depending on the District/State standard for the assessment and the grade level.

**2. Statements of understanding**

The District will provide a platform for digital courses and standards-based curriculum, for secondary students. District designated courses will be used if there is no digital equivalent. While the District retains the ultimate right to make decisions on curriculum products, the District will provide the right to consult with NHTA if it anticipates changing vendors to supply this support.

- a. Unit members shall have the option to work remotely or on campus. If work is performed at the worksite the unit member will have an assigned classroom.
- b. Nothing in this MOU shall be construed to prevent or limit a unit member from providing live instructional time in excess of statutory minimums (as outlined above).
- c. Unit members will not be required to participate in the distribution and collection of textbooks, supplies and/or technology.
- d. Class Size
  - i. Class sizes in the PLA will be consistent with those in the CBA.
  - ii. TK-5 combination classes will be no more than 2 grade levels.
  - iii. 6-8 students and 9-12 students shall be kept separate.
- e. PLA teachers shall be notified as soon as possible upon a new student being enrolled or current student being dis-enrolled from their class so the teacher has time to adequately prepare for the student's arrival.
- f. If a student transitions to or from PLA after the start of the school year, the in-person classroom teacher and the PLA teacher may meet at their discretion during available preparation and/or other times during the workday. If this is not feasible and/or more time is needed, teachers may request their principals/supervisors to meet outside the contractual work day. The teachers will be compensated at the contractual hourly rate.
- g. Teachers shall not be required to assign a report card grade(s) to students who have been enrolled in their class for less than 20 days.
- h. Educator Resources
  - i. The District shall provide all mandated equipment for work in the PLA. Staff shall not be liable for damage to District equipment unless through negligence or bad faith. If

equipment is damaged and needs to be adjusted or fixed, the employee will bring the equipment to the DSIS office.

- ii. Unit members will be required to use District approved online learning platforms/applications for communication, assignments, and instruction.
- iii. Unit members who are transferred to the PLA and must vacate their current classroom will be provided with storage materials (boxes, etc.), storage space, and moving of materials to/from their classroom for the duration of their PLA assignment as requested by the unit member.

**3. Assignment to a Personalized Learning Academy**

The following procedures shall apply to the assignment of PLA for positions needed beyond the existing Program staffing for the 2021-2022 school year.

- a. The District shall post and notify all bargaining unit members of PLA vacancies pursuant to the CBA. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least five (5) calendar days following the posting date. Unit members' requests for a PLA assignment must be submitted via email to Sandra Haro, Credentials Analyst. She will then share the list of transfers with Chief Personnel Officer, Derek McNamara. The request may include the reasons for the bargaining unit member's request including a valid medical reason related to COVID-19 as defined in section I.(b) below.
- b. Priority for assignments shall be given to those individuals who are requesting a PLA assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, verified by a doctor's note and supporting paperwork indicating remote work and/or accommodations that cannot be met through a discussion similar to the interactive process and other accommodations of working in person. Within this medical criteria, applicants with a medical note or supporting paperwork will then be assigned to the PLA based on program need and then in order of seniority. Prior to notifying those hired for the PLA, NHUSD will meet with NHTA representatives to disclose the list of applicants, and hires, including the rationale for any hiring decisions that superseded seniority.
- c. If, after giving priority of assignments to these individuals, there are additional PLA assignments available, the remaining assignments shall be filled with applicants based on program need and then in order of seniority. Prior to notifying those hired for the PLA, NHUSD will meet with NHTA representatives to disclose the list of applicants, and hires, including the rationale for any hiring decisions that superseded seniority. If, after giving priority of these assignments to these individuals, the assignments shall be posted for outside consideration via EdJoin as categorically funded/temporary assignments.
- d. In the event a unit member is unable to return to in-person instruction, and a PLA assignment is unavailable to them, such bargaining unit members may utilize any legal or contractual leaves for which they are eligible.

- e. Unit members' will have return rights to their previous site/position, as their positions may be backfilled with a categorically funded/temporary employee for the duration of the PLA assignment. Per Article 10.19, in the event there is a permanent or probationary unit member in their former position, then the returning unit member will be offered any position in the District for which s/he is credentialed.

**4. Professional Development**

Unit members participating in the PLA shall attend mandatory Professional Development training. The professional development day scheduled prior to the beginning of student instruction shall include the program, including the online curriculum, attendance, engagement logs, and any other District-provided applications used in the Program. Additional training about Online Platforms and curriculum shall occur during the school year during contractually designated times for professional development.

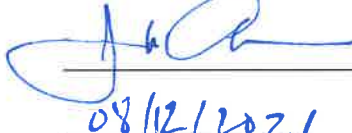
- a. Unit members transferring to the PLA after the start of the school year shall receive two (2) release days for the purposes of training and planning.

**5. Articles in the CBA**

Anything not expressly covered in this MOU is covered by the current Collective Bargaining Agreement (CBA).

This is a one-time, non-precedent setting agreement for the 2021-2022 school year. This agreement is subject to the terms and conditions described above and does not obligate the District or NHTA to further considerations. Both parties agree that nothing in this MOU shall be construed for any purposes as an admission of any violation or misinterpretation of the current collective bargaining agreement. This MOU shall expire in full without precedent on May 27, 2022 unless extended by mutual written agreement.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
08/12/2021  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
5/12/21  
Date