



MEMORANDUM OF UNDERSTANDING BETWEEN CAMINO NUEVO CHARTER  
ACADEMY AND CAMINO NUEVO TEACHERS ASSOCIATION REGARDING THE  
IMPACTS OF REOPENING INCLUDING INTERNAL INDEPENDENT STUDIES  
MODEL DURING THE 2021-2022 SCHOOL YEAR

September 14, 2021

WHEREAS, Camino Nuevo Charter Academy ("CNCA") and Camino Nuevo Teachers Association ("CNTA") (hereinafter "the parties") wish to provide a safe learning environment for all stakeholders including but not limited to teachers, students, staff, families and communities; and

WHEREAS the parties wish to enter into this process thoughtfully while still honoring the terms of their negotiated agreement documented in the 2021-2024 Collective Bargaining Agreement ("CBA"), as modified by this Memorandum of Understanding;

WHEREAS the parties acknowledge their obligation to each other to negotiate and agree on any modifications to the CBA;

WHEREAS, CNCA has determined to provide an in-person learning environment for those CNCA students and families who decide to participate in that academic setting in the 2021-2022 school year.

This MOU supersedes and replaces all previous agreements and memoranda of understanding regarding CNCA's reopening for in-person instruction and hybrid learning for the 2020-2021 school year. The parties agree that because CDC and CDPH, and the Los Angeles County Health Department may modify requirements from time to time based on case counts and the impact of the pandemic, if any such agency issues a mandate or guidelines contrary to the provisions of the agreement, they will commence negotiations regarding the amendment of such provision within 10 business days.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Health and Safety**

- **Adherence to Health Guidelines:** CNCA shall consider guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and shall follow the requirements of the Los Angeles

County Department of Public Health (LACDPH) regarding COVID-19 and related variants. When needed, a designated COVID-19 Compliance Team at each campus will be responsible for establishing and enforcing all COVID-19 safety protocols. Failure to follow CNCA's policies may result in disciplinary action up to and including termination. CNCA reserves the right to amend its COVID Safety Plan (Exhibit A) as updated orders and standards are issued by the California Department of Public Health, the Los Angeles County Department of Public Health, and the CDC.

- **Physical Distancing:** When required by the CDPH and or the Los Angeles County Health Department guidance, the parties will observe mandates on physical distancing between student workspaces, between educator and student workspaces, and between employee workspaces.
- **Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)**
  - **Masks:** In accordance with CDPH and LACDPH and the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall require the use of and shall provide facial coverings ("masks") to all unit members, staff, and students. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
  - Additional protective equipment including face shields, face shields with drapes, gloves, isolation gowns, N95 masks and medical grade masks will be provided, as appropriate, for settings that require close human contact, such as for staff providing certain supports for students with disabilities, custodial staff, meal distribution, etc.
  - N95 Masks: CNCA shall provide up to two (2) N95 facial coverings (masks) upon request to each onsite staff member and unit member per month.
- **Hand sanitizer/soap:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall stock classrooms and restrooms with soap and/or hand sanitizer and drying equipment as directed by the LACDPH.
- **Hand washing:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, students, employees, unit members, and visitors shall be required to wash their hands or use hand sanitizer frequently

throughout the day upon entering CNCA sites and classrooms.

- **Daily cleaning and disinfecting:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall provide for daily cleaning and disinfecting of classrooms, restrooms, and workspaces, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using disinfectant as recommended by LACDPH. Disinfectant and sanitizing supplies shall be checked and restocked regularly and will be available to employees.
- **HVAC:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall operate all HVAC systems on the mode which delivers the most fresh air changes per hour. Air filters shall be changed at the recommended intervals. HVAC installation and maintenance records shall be made available to CNTA upon request.
- **Health screening, testing, notification, and contact tracing:** In accordance with guidance issued by the CDC, CDPH, and Los Angeles County as they may be updated from time to time, CNCA shall establish protocols for all students, employees, unit members, and visitors to be checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Visitors with any symptom consistent with COVID-19 shall be denied entry. Students, unit members, and staff with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation area on site pending travel home.
  - Upon notification that a student, unit member, or staff has been infected with COVID-19, CNCA shall initiate contact tracing in conjunction with LACDPH.
  - All persons who may have come in contact with the infected individual shall be notified within one (1) business day of when CNCA becomes aware of their COVID-19 positive status.
  - Unit members shall be provided the opportunity for free, onsite COVID testing at no charge on a regular basis. Results shall be delivered to each unit member promptly, with all relevant privacy rights preserved, with the understanding that results shall be disclosed as may be required by LACDPH
- **Temporary Staff and Student Isolation:** All teachers shall have a minimum of two (2) days of emergency asynchronous plans on Google Classroom and two (2) emergency substitute plans on file with the site principal. Hard copies shall

also be readily accessible in their classroom. Coaches/evaluators must also be granted access to Google Classroom. In the event that an asymptomatic unit member is required to self-isolate at home due to potential or confirmed COVID-19 exposure, the unit member shall timely provide sub plans or, if authorized by CNCA, instruction from home, whichever is appropriate during the period of required isolation. In the event that the class must transition from in person to our Internal Independent Study model due to an exposure, students will engage in asynchronous learning (planned by the unit member) for the first school day of Internal Independent Study. During this day, unit members must conduct one synchronous advisory period and engage in lesson planning. On all subsequent days of Internal Independent Study, unit members will implement a balance of daily synchronous and asynchronous instruction as appropriate for the grade level and in alignment with school site guidance.

- **Other Health and Safety Issues** CNCA shall comply with LACDPH requirements guidelines and recommendations designed to reduce the spread of COVID-19 beyond physical distancing and PPE.
- **Unit Member Expectations:** Unit members are expected to maintain the highest instructional standards, while adapting instructional modalities for the current context, as part of a rigorous course of study.
- **AB 685 Compliance:** CNCA shall notify CNTA site representatives and affected employees within one business day of learning of any potential COVID-19 exposure. CNCA shall also offer information on benefits such as workers' compensation and sick leave, protection against retaliation, and CNCA's virus safety measures.
- CNCA shall notify local public health agencies within 48 hours of a coronavirus outbreak, defined as three (3) lab-confirmed cases at a single workplace site within a two-week period.
- **SB 1159 Presumption:** If a CNTA member was on the job during an outbreak, there is a rebuttable presumption that the CNTA member caught COVID-19 on the job.
- **Reasonable Accommodation Request:** CNCA shall endeavor to provide reasonable accommodations to a qualified employee with a disability, who makes a request for an accommodation, and for whom it is determined that reasonable accommodations are available, unless doing so would impose an undue hardship or fundamentally alter the nature or operation of the work. Under the Americans with Disabilities Act (ADA), a disability is defined as the state of having a physical or mental impairment which substantially limits one or more major life activities,

having a record of such an impairment, or being regarded as having such an impairment.

- **Community Interaction:** CNCA will prioritize virtual options for events such as Back to School night(s). Open House(s), and Parent Teacher Conferences.

### **Internal Intendent Study**

Internal Independent Study is defined as instruction that is conducted remotely, through a combination of synchronous (live, interactive) and asynchronous (independently-paced) teaching. Students and unit members are not in the same physical location, but connect digitally, both in real-time through video conferencing platforms and asynchronously through digital assignments and written/recorded feedback.

Internal Independent Study will be implemented on a short-term basis, in response to COVID requirements

In preparation for the 2021-22 school year, the parties recognize the need to address CNCA's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the Los Angeles County Department of Public Health (LACDPH) public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. The decision to operate under an independent study model will be made by CNCA in accordance with the guidance from the LADPH.

As stated above, it is the intention of CNCA to provide in-person learning to those CNCA students and families electing to participate in this academic setting. Should Internal Independent Studies become necessary, these following provisions shall apply.

- **Pay/Benefits** – If the unit member is assigned and is able to work remotely under the Internal Independent Study model, unit members shall continue to receive their regular compensation and benefits. If extracurricular duties are assigned, agreed to, and performed by unit members, they shall continue to receive stipends and/or additional pay, as provided for under the CBA.
- The CNTA President or designee will have access to CNCA school sites to visit unit members in their assigned workspace, to drop off items, or as needed. The CNTA President or designee will follow that site's protocols for requesting access.

- Unit members may not enter the school site during evenings, weekends, or holidays unless expressly permitted to do so and scheduled in advance by the site administrator or their designee.
- **Unit Member Instruction**—Unit Members shall deliver instruction consistent with the Education Code and their school charter. Unit members shall be responsible for planning and delivering high quality standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student attendance, work completion and participation, providing students feedback, collaborating and co-planning with their peer teachers, and promptly reporting student non-participation to the site administrator for additional outreach and follow up.
- **Scheduling** – Unit members will work and be available during their normal contractual work hours and workdays to provide students and parents with consistency. To avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification, and may be conducted via phone, email, and/or other virtual platforms. Interactive instruction will include content that requires student interaction with their teacher and/or classmates, content that engages a student in making a response, content that engages students in an auditory and/or visual way, and provides the unit member opportunities to provide the student encouragement and feedback.
- **Office Hours/Interactive Instruction** – Unit members will deliver at least the minimum required minutes per the Education Code Section for in person and for independent study. Unit members shall provide advance notification to students and parents if a change to the schedule is necessary.

## CONSULTATION ISSUES

CNTA exercises its right to consult pursuant to Government Code section 3543.2 (a)(3).

## SCHOOL RE-CLOSURES

In the event of an outbreak, CNCA will follow closure procedures outlined in the most current CDPH and LACPH guidance, and as applicable, the current COVID-19 Safety Plan. CNCA shall notify CNTA leadership when a COVID-19 outbreak occurs at any school site.



## GENERAL PROVISIONS

Unless modified by this MOU, the provisions of the 2021 - 2024 CBA remain in effect.

This MOU is the product of unique circumstances. It shall not be a precedent for interpretation or modification of the parties' Collective Bargaining Agreement.

This MOU will expire June 30, 2022 unless extended in writing by the parties.

### **CAMINO NUEVO CHARTER ACADEMY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Adriana Abich, CEO

### **CAMINO NUEVO TEACHERS ASSOCIATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Laura Farrel, CNTA President

DATE OF BOARD APPROVAL: \_\_\_\_\_