

MEMORANDUM OF UNDERSTANDING
Between
OAK GROVE SCHOOL DISTRICT
&
OAK GROVE EDUCATORS ASSOCIATION

COVID-19 Health and Safety for Distance Learning
2020-2021 School Year

July 31, 2020

This is a Memorandum of Understanding (MOU or Agreement) between Oak Grove School District (District) and Oak Grove Educators Association (OGEA) when referenced together the “Parties” regarding COVID-19, distance learning, and reopening schools.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools (“emergency school closure”) and move to a distance learning model to allow for physical distancing as recommended by public health officials to prevent the spread of illness arising from COVID-19. The Parties entered into an agreement regarding distance teaching and learning during the 2019-2020 school year.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties have negotiated the effects of the plan to reopen District schools for 2020-2021 school year.

For purposes of this Agreement, the Parties recognize that learning models used in the District for the 2020-2021 school year could take a number of forms ranging from a full distance learning model to hybrid learning that includes students attending schools both in person and also virtually using distance learning dependent on the health and safety orders issued by local and state officials.

HEALTH AND SAFETY

For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout District school sites to ensure a safe reopening of District schools for OGEA unit members.

1. Local Conditions.

- a. **Compliance with Local Orders.** The District will follow State and County Orders that allow schools to physically reopen.
- b. **Equipment Availability.** The District will have sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for OGEA unit members. The District agrees to have a plan to ensure

the ongoing support of protective equipment and to purchase thermometers or other devices for symptom screenings. The District will closely monitor mask inventories to ensure proper inventories are maintained.

- c. **Availability of Disinfecting Supplies.** The District will supply school-appropriate disinfecting supplies to continuously disinfect the school site in accordance with federal, state, and local public health guidance. The District will also provide hand sanitizer, soap, and paper towels for each classroom or workspace in which an OGEA unit member works.
- d. **COVID-19 Resources:** The District will add to its COVID-19 webpage information about free local COVID-19 testing for employees and families and provide updates to that information as it becomes available. In addition, the District will add the Santa Clara County Public Health Department (SCCPHD) guidelines on COVID-19 to the webpage and update the webpage as new or updated guidelines become available. Reminders will be sent at least monthly to employees about this resource.
- e. **Absence of HVAC System:** In the event the HVAC system in a unit member's room stops working, at the unit member's request they will be moved to an alternate classroom if available at their school site or authorized to work from home during the repair.

2. **Addressing Positive COVID-19 Cases or Community Surges.**

- a. **Emergency Closure Plan.** The District will develop and share a plan to close schools to physical attendance of students, if necessary, based on public health guidance and coordination with federal, state, and local public health officials.
- b. **Exposure to COVID-19.** In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials, so that the Superintendent may consider whether school closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.
- c. **Notice to OGEA.** The District shall notify the OGEA President within twenty-four hours of receiving notice that an employee working at any District school or work site has tested positive for COVID-19. In sharing such information the District will maintain confidentiality as required by state and federal law.
- d. **Disinfection.** Areas used by any person for whom the District has received notice that they tested positive for COVID-19 shall be disinfected by the District within 24 hours after exposure.

3. **Campus Access.**

- a. **Limits on Visitors.** The Parties agree that schools shall be closed to non-essential visitors. Essential visitors will be screened for COVID-19 symptoms prior to coming on campus consistent with SCCPHD guidelines.
 - b. **Hand Hygiene Upon Entering.** Students, employees, and essential visitors will wash their hands or use hand sanitizer upon entering a District site and upon entering the classroom. Hand sanitizer will be provided for use at the designated entry point to each District site.
 - c. **Monitoring for Symptoms.** Employees and students will be monitored throughout the day for signs of illness consistent with state and county health guidelines.
 - d. **Excluding Persons with Symptoms.** Any student, parent, caregiver, visitor, or employee showing symptoms of COVID-19 will be sent out of the classroom, sent home and directed to follow the SCCPHD stay-at-home protocol. Students will wait in a designated isolation room at the site until their parent or guardian arrives to take them home. Employees will ensure that they have at least one-day emergency substitute plans available in the event of illness.
 - e. **Guidelines for Staying Home When Sick.** Unit members will be directed to stay home if they have signs or symptoms of illness including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
 - f. **Guidelines for Return to School after Being Sick.** The Parties agree that if an employee is sick they must stay home and follow the SCCPHD guidelines before returning to work.
4. **Hygiene and PPE.** The District shall comply with the following hygiene practices to ensure personal health and safety in school facilities during the COVID-19 pandemic.
- a. **Hand Hygiene.** In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure that employees have sufficient access to hand washing and sanitizer. The District will ensure hand sanitizer is available at or near all workstations.
 - b. **Hand Hygiene and PPE Instruction.** The District will provide written instruction and signage posted in visible places at designated entrance points to each work site

and near sinks on proper hand washing techniques and PPE use. Educational resources will be made available for staff, students, and families on the proper use of face coverings.

5. **Protective Equipment.**

- a. **Face Coverings.** All employees, students, parents/guardians and visitors shall wear a face covering, as defined, unless they present medical documentation that wearing the mask is unsafe for the individual. Face coverings may not be required for children under age two or for students with a medical apparatus which prevents or obstructs the use of the face mask. A “face covering” means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. The District shall provide cloth and/or disposable face coverings/masks to employees and students who do not have one. The District will provide reasonable accommodations to unit members who are unable to wear a face covering for medical reasons. The District will provide each classroom with extra face masks to replace those that are damaged, lost, or destroyed during the day. The supply of masks will be replenished by the District upon request.
 - b. **Face Shields.** Per SCCPHD guidelines, face shields are not recommended as a replacement for face coverings given concerns over their ability to minimize droplet spread to others. Teachers may consider using face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations: during phonological instruction to enable students to see the teachers mouth and in settings where a cloth face covering poses a barrier to communicating with a student who is hearing impaired or a student with a disability.
 - c. **N95 Masks.** The District will make N95 masks available to the District nurses and reissue the masks as necessary to follow appropriate health guidelines.
 - d. **Accommodations.** The District will provide N95 masks if the District determines that such masks are a reasonable accommodation for an employee who provides medical verification of a need for such accommodation.
6. **Physical Distancing.** Physical distancing will be practiced at all District work locations requiring individuals to maintain at least 6 feet from other people at all times. The Parties agree to the following recommended safety mitigation measures and physical distancing practices including:
- a. Limiting the numbers of people in all campus spaces to the numbers that can be reasonably accommodated while maintaining a minimum of 6 feet distance between individuals. The District shall calculate the maximum capacity of all workspaces maintaining the minimum 6 feet distance capacity and share the calculations with OGEA.

- b. If necessary, utilize other campus spaces for instructional activities (e.g., gyms, auditoriums, cafeterias).
 - c. Classrooms shall be reconfigured to encourage physical distancing and to ensure that physical distancing is maintained.
 - d. Utilization of outdoor space for instructional purposes whenever possible and when weather is permitting.
 - e. Cancellation of in person field trips.
 - f. Avoiding congregation of employees in work environments, break rooms, staff rooms, and bathrooms.
7. **Disinfecting School Sites Prior to Reopening.** Prior to reopening, all school sites will be deep cleaned and disinfected.
8. **Regular Disinfection While School is Open.** To ensure proper disinfection, the Parties agree to the following:
- a. The District shall ensure that all District classrooms, restrooms, and workspaces are cleaned and disinfected daily.
 - b. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment.
 - c. Unit members will have access to supplies to disinfect high touch surfaces daily such as door handles, handrails, sink handles, toys, games, and instructional materials.
 - d. Unit members shall not be responsible for custodial work.
9. **Communication.** The District will communicate with all employees, students, and families about new COVID-19 related protocols. In the event a student or employee tests positive for COVID-19, the District will work with SCCPHD and provide notice to employees and the community as permitted by law.

The District will hold staff meetings and professional development meetings virtually to the extent possible. In the event the District determines an in-person meeting is necessary, it will notify OGEA of the need to hold the meeting in person.

10. **Employee Absences.**

- a. **COVID-19 Exposure or Positive Test.** If an employee tests positive for COVID-19 or has another qualifying circumstance, the employee will be permitted to use

any and all leaves to which he or she is entitled to under the Collective Bargaining Agreement, as well as under state and federal law.

- b. **Contact Tracing:** Upon notification that a student or employee has tested positive for COVID-19, the District shall notify SCCPHD and initiate contact tracing and notifying of potential exposed employees or students consistent with SCCPHD guidelines.
- c. **Medical Susceptibility.** Employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation as required by state and/or federal law. Employees who may be at high-risk for COVID-19 and not able to be accommodated by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
- d. **Exhibiting Symptoms.** Employees who exhibit symptoms that are consistent with COVID-19 and who are sent home from work by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
- e. **Notice of Leave Rights.** Prior to the first day of school, the District will notify employees of the additional leave rights to which they are entitled under the Families First Coronavirus Recovery Act (“FFCRA”) and all other leaves to which they are entitled under the law. When an employee uses the ten (10) days of Emergency Paid Sick Leave (EPSL) under the FFCRA and the employee’s per diem exceeds the maximum daily limit set forth in the FFCRA, the District will cover the leave at the employee’s per diem rate.

When the Parties resume negotiations on a hybrid learning model, the parties agree to revisit the concept of providing an additional allotment of leave to unit members for COVID-19 related illness. In such discussions, the parties will consider the status of the FFCRA, which is currently set to expire on December 31, 2020.

- 11. **Student Meal Service.** If the instructional schedule determined by the District requires lunch on campus, except as necessary for students with unique needs and/or due to inclement weather, students will not be directed to eat lunch in their classroom. The District and OGEA shall consult prior to allowing students to eat in any classroom. If delivery of meals is determined to be necessary, they will be distributed after class time as students leave the room. Student meal service will not impact OGEA member duty-free lunch break.
- 12. **Regular Meetings.** The District’s Assistant Superintendent of Human Resources and the President of OGEA agree to meet at least once per week to review safety protocols, current county and state health guidelines, and the unique circumstances of individual OGSD school sites in regards to the COVID-19 pandemic. OGEA may invite at one other unit member to participate.

13. **Negotiations and Consultation.** The District and OGEA consulted and negotiated on the creation of this MOU. The District agrees to continue to consult and negotiate with the OGEA through the OGEA President or designee over any substantive changes to the law and State and County health orders that impact the working conditions of OGEA members.
14. **No Past Practice.** The MOU is not intended to establish a past practice or establish a precedent for any purpose. This MOU will expire at the end of the 2020-2021 school year unless the parties mutually agree to extend it.
15. **Continued Negotiations.** On or before September 21, 2020, the parties mutually agree to begin negotiations, and update this MOU based on those negotiations on the transition to hybrid or any form of in-person learning. The guidelines for transitioning safely to a hybrid model of instruction will also need to be negotiated.
16. **Term of Agreement.** This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

ON BEHALF OF THE DISTRICT



 Andrew A. Garcia, Assistant Superintendent,
 Human Resources

7/31/2020

Date



 Ivan Chaidez, Assistant Superintendent,
 Educational Services

7/31/2020

Date

ON BEHALF OF OGEA



 Robert Prola, OGEA Vice President and
 Bargaining Chair

7/31/2020

Date



 Maripaz Berlin, OGEA President

7/31/2020

Date