

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAK GROVE SCHOOL DISTRICT  
&  
OAK GROVE EDUCATORS ASSOCIATION**

COVID-19 Safety Consideration While in the Hybrid Learning Instructional  
Model 2020-2021 School Year

March 31, 2021

This Memorandum of Understanding (MOU) is between the Oak Grove School District (District) and the Oak Grove Educators Association (OGEA), collectively "the Parties," regarding safety considerations while in the Hybrid Learning Instructional Model for the 20202021 school year.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

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 recognize that there are negotiable effects of the plan to reopen District schools for the 2020-2021 school year.

For purposes of this Agreement, the Parties recognize the need to implement or increase health and safety measures that are in place when the District transitions from a distance learning to a hybrid learning instructional model. For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout the District school sites to ensure a safe reopening of schools for OGEA unit members. The health and safety provisions of this Agreement are intended to include, update, and replace the health and safety measures agreed to by the Parties in the July 31, 2020 MOU. To the extent there is a conflict between any provision of the July 31, 2020 MOU and this MOU, the terms of this MOU shall govern.

**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 schoolappropriate 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. OGSD shall adhere to all county, state, and CDC recommendations and requirements. If these are in conflict, then the strictest COVID guidelines will be followed.
  - f. Both parties recognize that state and county guidelines are constantly changing. The parties agree to meet and update this MOU as needed to address changing guidelines.

## **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.
- g. On-campus gatherings shall not occur such as the following:
  - i. Open house is cancelled for this year (2020-21)
  - ii. Campus visitors shall be limited to essential visitors only.
  - iii. Parent/teacher conferences shall be conducted virtually or over the phone.

#### **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 masks.

- c. Special education classrooms will need special considerations as to the safety needs of staff and students. This will be evaluated on a case by case basis in consultation with the OGEA member. Additional PPE will be provided to meet the needs of classrooms used by employees serving students with disabilities.
  - i. Unit members who teach students with disabilities shall notify their supervisor of additional safety measures needed that are specific to their classroom/situation and receive a response and explanation within 2 business days.
  - ii. OGSD shall make available to unit members who are working in person with students in the SDC class Personal Protective Equipment (PPE) such as, but not limited to: gloves, face shields, gowns, additional plexiglass, absorbent pads and personal hygiene wipes. iii. Service providers will provide services in a way that maintains stable groups of students. This may be done virtually.
- d. Unit members will allocate time during each day for hand sanitation.
- e. OGSD shall provide adequate hand washing or sanitization stations at each school site.
- f. OGSD shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected daily including but not limited to desks, doorknobs, light switches, faucets, and other high touch surfaces.
  - i. Unit members are not responsible for cleaning and disinfecting.

## **5. Protective Equipment.**

- a. Face Coverings. All employees, students, parents/guardians and visitors shall wear a mask, unless they present medical documentation that wearing the mask is unsafe for the individual. The District will provide reasonable accommodations to unit members who are unable to wear a mask for medical reasons. The District will provide masks to students who do not have one. 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. N95 Masks. The District will make N95 masks available to the District nurses and reissue the masks as necessary to follow appropriate health guidelines.
- c. 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.
- d. The District, consistent with the CDPH recommendation, will supply 3 ply surgical masks for staff.
- e. Staff who are unable to get vaccinated for personal and/or medical reasons will be provided N95 masks.

- f. Masks will be replaced as recommended.
- g. OGSD will provide plexiglass for teacher desks and reading tables.

**6. Physical Distancing.**

- a. OGSD shall follow all physical distancing guidelines issued by the CDPH, which as of the time of this MOU, include the following:
  - i. a minimum of six feet distance between student and teacher/other staff desks.
  - ii. maintaining a minimum of 3 feet between student chairs is recommended.
- 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.
- g. Staggered entry/exit location and/or arrival and dismissal times as consistently as practicable to minimize scheduling challenges for families and to maintain stable groups consistent with State and local requirements.
- h. Every effort shall be made to maintain stable groupings. OGSD will make every effort to minimize disruption to student schedules while implementing Covid-19 mitigation strategies.
- i. Recesses/breaks/lunch will be arranged to ensure ability to maintain stable groups and social distancing.
- j. All food/drink for students will be consumed outdoors or in a well-ventilated area.

**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 including but not limited to desks, doorknobs, light switches, faucets, and other high touch surfaces.
- 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. The District will notify employees of the additional leave rights to which they are entitled under the California Supplemental Paid Sick Leave and all other leaves to which they are entitled under the law.

- f. Unit members who have or may have been exposed to the coronavirus and are required to quarantine or isolate, may use applicable state and federal COVID related leave laws prior to utilizing their own sick leave. This shall not be charged to a unit member's accumulated sick leave.
  - i. Unit members shall also be entitled to all leaves in the collective bargaining agreement and under applicable law.
  - ii. Unit members may also use federal and state leave laws related to child care. If the allowable leave does not cover a unit member's full salary, then the excess will be charged to available sick leave.

## **11. Employee COVID Testing and Vaccination**

- a. The District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines. Every attempt will be made to facilitate staff member vaccinations as soon as possible. If unit members must make an appointment during the contractual day, they will work with their site administrator on how to accommodate.
  - i. Unit members who become ill as a result of being vaccinated may utilize existing state and federal leaves for vaccine related side effects.
  - ii. Unit members may also get vaccinated during the work day without penalty.
- b. OGSD has contracted with an outside company to provide surveillance testing of employees to the extent and with the frequency required by state and local guidelines, which currently provide for asymptomatic surveillance testing for employees every two weeks while Santa Clara County is in the purple or red tiers on the California COVID-19 Tier Framework.
  - i. The District shall encourage routine monthly testing of staff while in the orange and yellow tiers.
- c. OGSD will offer opportunities to students to get tested for COVID 19 as part of an asymptomatic surveillance testing program while Santa Clara County is in the purple or red tiers on the California COVID-19 Tier Framework.
- d. Upon notification that a student or employee has tested positive for COVID-19, the District will comply with the requirements of AB 685 and the Cal-OSHA guidelines, in addition to any other applicable State or local guidelines, to initiate contact tracing and notifying potentially exposed employees and students.

## **12. Ventilation and Filtration**

- a. In-person instruction will occur in locations with properly maintained HVAC systems equipped with MERV-13 filters, and replace them according to manufacturer recommendations.

- i. OGSD will bring in an outside consultant to evaluate our HVAC system and make recommendations.
- ii. OGEA shall be provided with a copy of the report made by the outside consultant.
- iii. OGSD will ensure that all vents are cleaned.
- iv. Classrooms and workspaces will be allowed to keep doors open to maximize ventilation.
- v. The District shall supply a minimum of-2 portable air filtration unit (rated H13 TRUE HEPA) per school site, to be used in the classroom in the event an HVAC system is not functioning properly, and a class is not able to relocate.

**13. Miscellaneous.**

- a. All staff meetings, team meetings and professional development shall remain virtual. SST and IEP/504 meetings shall remain virtual.
- b. OGSD shall implement self-screening protocols for all staff and students.
- c. **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.

**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. 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.

**16. Term of Agreement.** This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

**17. Approval of Agreement.** This Agreement is subject to ratification by OGEA unit members and approval of the District Governing Board.

**ON BEHALF OF THE DISTRICT**



\_\_\_\_\_  
Andrew A. Garcia, Assistant Superintendent,  
Human Resources

4/1/21

Date



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Ivan Chaidez, Assistant Superintendent,  
Educational Services

4/1/21

Date

**ON BEHALF OF OGEA**



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Robert Prola, OGEA Vice President and  
Bargaining Chair

April 1, 2021

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Maripaz Berlin, OGEA President

April 1, 2021

Date