

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

COVID-19 Safety Consideration for in-person instruction for the start of the 2021-2022 school year.

November 10, 2021

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 2021-2022 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 hybrid learning instructional model used at the end of the 2020-2021 school year to full in-person instruction for the 2021-2022 school year. 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 opening 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 August 9, 2021 MOU.

**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.
- c. Availability of Disinfecting Supplies. The District will 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.

- 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. 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 and follow the CDPH Guidelines for Schools related to quarantine.
- b. Notice to OGEA. The District shall notify the OGEA President one business day, consistent with Cal OSHA, 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.
- c. 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.
- b. Monitoring for Symptoms. Employees and students will be monitored throughout the day for signs of illness consistent with state and county health guidelines.
- c. 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.
- d. Guidelines for Staying Home When Sick. Unit members will be directed to stay home if they have signs or symptoms of COVID-19. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
- e. 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 and CDPH guidelines before returning to work.
- f. Community on-campus gatherings shall not occur such as the following:
  - i. The District and OGEA will consult by March 15, 2022 about Open House.

- ii. Parent/teacher conferences (including but not limited to SSTs and 504s) shall be conducted virtually or over the phone to the extent the parent/guardian consents. If the parent/guardian requests that a meeting be held in-person, such meeting will be held in-person following all safety mitigation measures recommended by SCCPHD and CDPH.

#### **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 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 with students in the SDC class Personal Protective Equipment (PPE) such as, but not limited to: gloves, face shields, gowns, absorbent pads and personal hygiene wipes.
- d. OGSD shall provide adequate hand washing or sanitization stations at each school site.

#### **5. Protective Equipment.**

- a. Face Coverings. To the extent required by CDPH, (if CDPH changes face coverings requirement, OGEA and OGSD will consult) 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 a unit member 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. Unit members who are unable to get vaccinated for personal and/or medical reasons will be provided N95 masks.
- f. Masks will be replaced as recommended.

**6. Regular Cleaning While School is Open.** To ensure proper cleaning, the Parties agree to the following:

- a. The District shall ensure that all District classrooms, restrooms, and workspaces are cleaned consistent with the District cleaning protocols, including but not limited to cleaning 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.

**7. 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 School Sites will hold no more than 2 hours of staff meeting and/or staff professional development meeting time monthly in-person.

The District's professional development and stakeholder meetings will be no more than 3 hours monthly in-person.

In-person meetings will be held in the largest well-ventilated spaces available with the use of HEPA portable filters. The remaining staff meetings and professional development meetings will be held virtually to the extent possible.

## **8. Quarantine in accordance with CDPH, October 22, 2021 Guidelines**

The District will follow the CDPH quarantine guidance and recommendations. The Human Resources Department will issue a communication on or before August 13, 2021 detailing the current CDPH quarantine guidance and recommendations and issue updates if the guidance from CDPH on quarantine changes.

## **9. Employee Absences.**

- a. Exhibiting Symptoms. Unit members 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.
- b. The District will provide up to 10 days of sick leave to unit members who did not previously use and exhaust Supplemental Paid Sick Leave (which expired on September 30, 2021) for any of the following reasons:
  - i. The certificated member is subject to a quarantine or isolation period related to COVID-19 exposure as defined by an order or guidelines of the California Department of Public Health, the U.S. Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace.
  - ii. A health care provider has advised the certificated member to self-quarantine because of COVID-19–related concerns with verification.
  - iii. The certificated member is attending an appointment to receive a COVID-19 vaccine that cannot reasonably be scheduled outside of the workday in accordance with CBA Section 8.3.2.7.
  - iv. Certificated unit member needs to take up to 2 sick days to recover from any effects of a COVID vaccine.
  - v. The certificated member is experiencing COVID-19 symptoms and is seeking a medical diagnosis with verification.
  - vi. The certificated member is caring for a family member, as defined in Article 8.3.7 of the CBA who is subject to a verified order or guidelines that requires them to self-quarantine with verification.
  - vii. The certificated member is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises with verification.
  - viii. If a certificated unit member needed to take sick days to

quarantine, isolate, or from feeling ill from a Covid vaccine or was subject to quarantine or isolation period related to COVID-19 as directed by District Human Resources Division, this leave can be applied retroactively to October 1 through November 10, 2021, with verification. Unit members using this leave to recover from the effects of a COVID-19 vaccine are limited to taking up to 2 days of leave for that purpose, with verification.

- c. This sick leave does not accrue from year to year and will expire upon the expiration date of this agreement or upon the effective date of any future federal or state statute or regulation providing COVID leave applicable to school employees, whichever is earlier.
- d. 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.
  - 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.

## **10. 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.
  - i. The District shall encourage routine monthly testing of staff.
- c. Unit Members will be required to inform OGSD as to their vaccination status. Unit Members who decline to share their vaccination status will be treated as unvaccinated. Unvaccinated unit members will be required to comply with OGSD procedures for weekly COVID-19 testing as a layer of mitigation. Vaccinated unit members are encouraged to get tested weekly.

OGSD will keep vaccination status and testing requirements confidential. If a unit member who is required to test weekly misses a test, the unit member will be directed to attend the next available testing opportunity offered by the District. If a unit member misses a test for a second time, the unit member's supervisor shall meet with the unit member and their OGEA representative to discuss the reasons for the missed test and any consequences for continued missed tests.

- d. OGSD will provide at least one testing site within the district for asymptomatic testing of both vaccinated and unvaccinated individuals.
  - i. Unit members may be tested at a facility of their choice or at an available District testing site.
- e. Unit members who test positive for COVID-19 will be permitted to use any and all leaves to which they are entitled under state and federal law.
- f. 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.

#### **11. 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 ensure that all vents are cleaned.
  - ii. Classrooms and workspaces will be allowed to keep doors open to maximize ventilation.
  - iii. The District shall supply a minimum of 3 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.
- b. The District will provide a portable air filter or other accommodation to unit members who have a verified medical need. The Human Resources Department will engage in the interactive process with such unit members and determine any reasonable accommodations that may be necessary.
  - i. Unit member will provide medical verification of compromised immune system.

**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 one other unit member to participate.

**13. No Past Practice.** The MOU is not intended to establish a past practice or establish a precedent for any purpose.

14. **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.
15. **Term of Agreement.** This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

**ON BEHALF OF THE DISTRICT**

  
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Ivan Chaidez Assistant Superintendent,  
Human Resources

November 9, 2021  
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Date

  
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Amy Boles, Assistant Superintendent,  
Educational Services

November 9, 2021  
\_\_\_\_\_  
Date

**ON BEHALF OF OGEA**

  
\_\_\_\_\_  
Kellee Humphrey, OGEA  
Bargaining Chair

November 9, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maripaz Berlin, OGEA President

November 9, 2021  
\_\_\_\_\_  
Date