

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into this day July 30, 2020, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

1. Oxnard School District and Oxnard Educators Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the district's teaching and learning environment and instructional model given the continuing pandemic, the Oxnard School District ("District") and Oxnard Educators Association (OEA) collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO SCHOOL 2020-2021").
2. The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data at this time, national and international best practices, and the practical realities of managing school operations.
3. 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.
4. The Oxnard School District - Oxnard Educators Association Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.
5. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the California Department of Education ("CDE"), and the Ventura County Public Health department issued as of July 1, 2020. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
6. Unit members who have a pre-existing medical condition as identified by the CDC, the

California Department of Health or the Ventura County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation. Each unit member who is able and available to work shall be granted an assignment as an accommodation as identified by District need. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments (e.g., transfer to, distance learning, Independent Study, Home and Hospitals) and/or the possible use of accrued sick leave in addition to that provided through FFCRA. If the unit member is unable to accept all offered alternative assignments, Article 11: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (permissive, FFCRA, FMLA). Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

The following procedures shall apply to the assignment of the Distance Learning:

- a. The District shall post and notify all bargaining unit members of Distance Learning vacancies via district email to all bargaining unit members. 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 two (2) calendar days for site transfer and three (3) calendar days for district transfer following the posting date. Bargaining unit members shall have the opportunity to transfer to Distance Learning vacancies even if they are posted after the first instructional day. The unit member's request for the Distance Learning Program must be submitted via email. The request must include the reasons for the bargaining unit member's request, including that they are seeking a Distance Learning position because either they or someone in their household is at increased risk for COVID-19 as evidenced by supporting documentation. Priority for the Distance Learning shall be given in the following order:
 - i. First to those individuals who are requesting the remote assignment because they are at increased risk for COVID-19, as verified by a medical provider, in order of seniority
 - ii. Second to those individuals who are requesting the remote assignment because someone in their household and/or is the primary caretaker of someone is at increased risk for COVID-19, as certified by a medical provider, in order of seniority
 - iii. Third to those individuals who are unable to secure childcare, as certified by the individual, in order of seniority
- b. If after giving priority for Distance Learning to these individuals, there is additional remote work available, the remaining assignments shall be filled in accordance with Article VII: Transfers and Reassignments in the OEA/OSD Collective Bargaining Agreement.

7. Temporary Transfer to an Independent Study, Home and Hospital, and Distance Learning. The District will adhere to the current contract language per Article VII Transfers and Reassignments to post and notify all bargaining unit members of Independent Study, Home and Hospital, and Distance Learning vacancies. The unit member's request for a transfer must be submitted to Human Resources per Article VII in the OEA/OSD Collective Bargaining Agreement.
 - a. Unit members will apply on Ed Join using a modified application (e.g. name, and current work location) to apply for a Transfer Pool or specific site or program posting.
 - b. For the 2020-2021 school year only, all transfers to Distance Learning will be considered temporary, and unit members will be returned to their current school of record and position if the position is still available at the completion of the distance learning assignment.
8. The HR 6201/Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the OSD-OEA Collective Bargaining Agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the Families First Coronavirus Response Act (HR 6201/FFCRA) Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under (HR 6201/FFCRA).
9. Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact their Human Resources Technician by email. OSD will work with employees when they are absent from work due to any of the "qualifying reasons for leave related to COVID-19" HR 6201/ FCCRA Criteria for Leaves.
 - a. Staff may also be asked to provide health provider documentation regarding any leave related to COVID-19.
 - b. Staff members will enter their absence in the Frontline Employee Management System and contact their Human Resources Technician for the next steps in documenting leave specifically related to COVID-19.
10. Classroom space – When directed by the Ventura County Department of Public Health, the District shall ensure all public health and/or CDC guidelines are properly implemented. These guidelines will be accessible to all unit members.
11. OSD will follow the contract Article XI with regards to a duty-free lunch. Meals will be provided to students in accordance with current public health guidelines.
12. Staff meetings/Professional Development/Collaboration – Whenever possible, the District shall utilize a digital platform for staff meetings, PD, collaboration, or other

gatherings/meetings. In person meetings will meet county and state safety guidelines.

13. Common Spaces- Local and state guidelines shall be implemented in order to provide safety for students and staff.
14. The District shall require the use of facial coverings (e.g., cloth, surgical style, scarf) for all students, staff, parents and community members at any school site or district building in accordance with local and state guidelines. Face coverings must follow site dress codes on site. The District shall provide all necessary PPE to staff dependent on position and working conditions.
 - a. Individuals who refuse to wear a facial covering or do not follow the site's dress code will be offered a face mask. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor's order shall instead be required to wear an appropriate or prescribed face covering. Mask protocol when entering district buildings will be in compliance with all current local and state guidelines.
 - b. 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. Three-ply masks and face shields will be provided to all unit members on an as needed basis.
15. CDC approved N-95 masks are readily available and will be provided to certificated staff caring closely for individuals while at school with COVID-19 like symptoms and will also be provided for those unit members. N95 masks will be ordered and provided to bargaining unit members caring closely for individuals with COVID-19 like symptoms immediately upon order fulfillment.
16. The District shall comply with the following hand washing logistical requirements:
 - a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.
 - b. Every classroom shall be provided hand sanitizer.
 - c. Non-classroom work-areas and office areas shall be provided hand sanitizer.
 - d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.
17. Bargaining unit members shall have access to the District COVID Safety Plan on the district website.
18. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common

spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, between class sessions, and between cohorts including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- a. Within each cohort where students move to another class and teacher, a passing period will be allocated with enough time for high touch (e.g. student desk, faucet) surfaces to be cleaned. These high touch surfaces may be cleaned by staff as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting.
 - b. Sufficient cleaning supplies for the routine hygiene practice shall be provided to each classroom.
19. For each non-classroom work area, common space, and classroom, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules. If a classroom is the area in question, the teacher and students will wait outside, observing social distancing protocols, until appropriate measures are taken.
20. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.
 - a. An outside assessment with recommendations by HVAC unit for the percentage an air damper can reasonably be opened without harming the unit will be performed and shared with OEA when the report is available. Air filters shall be MERV-13 at locations where HVAC units can accommodate this filter and changed at the recommended intervals by an outside contractor.
 - b. A log of each site's completed HVAC filter change will be maintained and made available to bargaining unit members.
 - c. Portables and/or other rooms without adequate central HVAC (as determined by the Facilities Department under guidance from the CDC and Public Health Department) and windows or doors that open directly to the outside, shall be equipped with HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
21. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers and/or other no touch temperature taking technology.

- a. All employees, students and visitors shall be screened prior to entering campus.
 - b. Staff and students with any symptom consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.
 - c. Staff or students who have had documented contact with a person with COVID-19 will not come to work or to class until cleared by health officials and the COVID-19 Coordinator. Staff shall also reach out to their Human Resources Technician to determine accommodations during this quarantine period.
22. Oxnard School District, through the COVID-19 Coordinator, will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines).
23. Handwashing –Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon arrival to their classroom, office, or common area, and every time a classroom is entered.
24. In the interest of all unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating with the COVID-19 Coordinator pertaining to the safety of the unit members will be disseminated directly to the unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.
25. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted as well as any school or building closures due to infection.
26. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits. If extracurricular duties can still occur remotely, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Nothing in this MOU shall preclude the District from releasing a unit member to the extent permitted by law and the District and Association Collective Bargaining Agreement (CBA).
27. Access to Worksite – To comply with guidelines from health officials to stay home as much as possible to promote the lowest risk of infection for students and staff, unit members in the hybrid model will work on campus four (4) days per week, and may choose to work remotely each non-student day and/or at the conclusion of the student instructional day, absent other professional responsibilities.
- a. Bargaining unit members in Distance Learning, and other remote assignments, may access their classroom, in coordination with site administration, and work from their classroom/office or assigned safe workspace, if possible, as long as it does not interfere with regular classroom cleaning. The room cannot be used if it has already been cleaned and sanitized for the following day. Unit members will make their best effort to provide reasonable advance notice to promote effective social distancing

on site.

- b. Home and Hospital and Independent Study Program unit members shall have access to school sites as needed, as long as it does not interfere with classroom cleaning.

28. Bargaining unit members are considered essential workers and may be required to report to the site as needed and if it is safe to do so based on local and state guidelines. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations. Unit members who cannot wear a mask because of documented health issues shall be required to wear an appropriate or prescribed face covering. The district shall follow local and state guidelines for public health. Unit members who are at risk and unable to report to their work site shall work with administration and/or notify human resources to utilize available leave provisions.

- a. All staff will have access to necessary supplies and equipment at the site. Unit members who are at risk and unable to come to their work site will work with site administration to ensure they have necessary supplies and equipment.
- b. Teachers will have access to work at the school site and/or district in order to complete necessary job duties.

29. Expectations of Bargaining Unit Member – Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

- a. Due to reduced instructional minutes, the District and the Association acknowledge and agree that unit members will implement the Oxnard School District's instructional plan.
- b. If a bargaining unit member delivers instruction through video conferencing, they shall be held harmless if a student behaves inappropriately and the bargaining unit member shall report the incident to administration immediately.

30. Evaluation – Probationary bargaining unit members will be evaluated pursuant to Article IX of the collective bargaining agreement. Permanent bargaining unit members who were scheduled to be evaluated during the 2019-2020 school year who did not complete the evaluation process will be evaluated in 2020-2021. For bargaining unit members being evaluated in the 2020-2021 school year, the timeline shall begin no later than (45) forty-five days after the first day of instruction. Evaluations will be based on the California Standards for the Teaching Profession. Teachers will not be penalized for issues related to technology and equipment in a Distance Learning Environment.

31. Hybrid Model – During the 2020-21 school year and to address safety and health concerns

arising out of the current COVID-19 pandemic, bargaining unit members in the hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks. The five-day work week (Monday through Friday) for all bargaining unit members in the hybrid model shall include four (4) days in-person instruction and one (1) day per week with student instruction provided only through distance learning. Any district proposed changes to working hours, job responsibilities, or working conditions shall be revisited and negotiated as part of this memorandum of understanding.

- a. When students are not present on campus, instruction will be delivered via synchronous and asynchronous instruction. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled during the same times each day. Daily live interaction with bargaining unit members and peers will be for the purposes of instruction, progress monitoring, and school connectedness. (SB 98)
- b. Teachers will be provided training on all district platforms.
- c. Live daily interaction (synchronous) for general education will follow the Oxnard School District Instructional Plan. Daily live interaction for students may follow the recommended minutes below:

Grade(s):	Minimum:	Maximum:
TK/K	45 minutes	75 minutes
1-3	60 minutes	100 minutes
4-5	60 minutes	120 minutes
6-8	90 minutes	180 minutes

32. To minimize a loss of in-person instruction, the Instructional calendar will be adjusted in such a way that Cohort A and Cohort B are not negatively impacted by weeks with local, state, or federal holidays.

33. Distance Learning- During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, families may choose distance learning only for their students. The five- day work week (Monday through Friday) for all bargaining unit members in this model shall include both synchronous and asynchronous teaching and will follow the schedules in this MOU (Instructional Schedules) The contract work day for all unit members in the Distance Learning/ Learning House model will adhere to the current contract language.

Special Education Teachers and Related Service Providers:

34. In the case of Full Implementation of Virtual Learning: Unit members, who are special


education teachers, shall provide daily live interaction with students and their peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local education agency shall develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness. (EC 43503(b)).

Distance Learning Plans for students in special education must include special education, related services, and any other services in a student's IEP with accommodations necessary to ensure that the IEP can be executed through distance learning (SB 98/EC 43503(b)). Unit members who are related service providers (e.g. DHH teachers, Vision Teachers, APE Teachers, infant teachers, etc.), shall implement the services as specified in each student's IEP. If the service delivery written in the IEP is not feasible, the unit member shall notify the appropriate administrator to develop an "Emergency Individualized Distance Learning Plan (EC 46392)".

35. Special Education Unit Members shall conduct special education initial and triennial assessments in person, one-on-one, with students as required by law. This assumes that the County Public Health Department approves the District's/SELPA's safety plan allowing students to be present on campus individually. If a bargaining unit member is unable to conduct assessments in person due to being categorized as high risk and as verified by a medical provider, arrangements shall be made with their immediate supervisor. All in person assessments shall follow safety protocols as written in the District Assessment Protocol Plan. (Including, but not limited to socially distanced assessment space, PPE, plexiglass barriers, etc.)
36. Unit members shall not be required to schedule or hold IEP team meetings for the sole purpose of addressing Distance Learning or Hybrid models. Initial, annual, addendum, amendment, and triennial IEPs shall be scheduled and held as normal. Case managers will be required to provide Prior Written Notice Letters containing customized Distance Learning Plans for each student on their caseload. The District shall provide each Unit Member a template for this purpose that would only need to have blank fields completed and sent to parents.
37. In case of Hybrid Model - Prior to schools reopening, the parties agree to meet to negotiate Special Education schedules for students and staff.
38. Calendar --The Parties agree to meet to review and revise the current 2020-2021 school year calendar to review and determine any modifications needed in the current instructional calendar to schedule all necessary days based on the academic instructional models used including all student free days, classroom preparation days, and professional development days.
39. One additional professional development day for Canvas will be paid at the bargaining unit member's per diem rate upon completion of the modules by December 31, 2020.

40. Due to the variety of reasons for intermittent school closures, OEA reserves the right to meet, and confer on each event that may lead to the closure of one or more schools, utilizing the closure guidelines of the Return to School Plan.
41. Specialists/Electives/Physical Education – Prior to the first day of instruction, each site shall identify the locations to hold physical education and other electives during inclement weather. Based on public health guidelines and in conjunction with facilities, a maximum number for student and staff occupancy shall be established.
42. Substitute Coverage -Substitutes will be provided training whenever possible in the instructional models represented in the Return to School Plan. They will also be trained whenever possible in the use of District adopted distance learning and communication platforms (e.g. Google Classroom, Seesaw, Canvas etc.)
 - a. Substitutes will be held to the same screening measures and health protocols as all regular employees.
 - b. In the event a substitute is not available, two (2) or more stable student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
43. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.
44. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
45. The Parties agree to reconvene 6 weeks after the Hybrid Model begins, to review the effectiveness of live interaction in the Hybrid/Blended Model for all grades.
46. Each site will select a Canvas Lead Teacher for the purpose of supporting teachers with LMS implementation. The Canvas Lead Teacher position may be split among two bargaining unit members if applicable at the site. Each site shall be allocated up to fifty (50) hours of extra duty pay for the 2020-2021 school year. Canvas Lead Teachers will be selected by a team consisting of the site principal and two OEA members of the leadership team. The candidate(s) will be selected based on success in various online learning platforms, experience/training applicable to the position, and demonstrated success in the implementation of distance learning. If there are no qualified or interested teachers at a site, OEA members from another site or another staff member may be selected.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.



Oxnard Educators Association

7/30/20

Date:



Oxnard School District

7/30/2020

Date: