

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 July 30, 2020 and modified this day March 10, 2021, 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 State and Local health department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
6. Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources via the District's online COVID reporting portal. OSD will work with employees when they are absent from work due to COVID related symptoms/illness.
 - 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.
7. Classroom space – When directed by the Ventura County Department of Public Health, the District shall ensure all state and/or local public health guidelines are properly implemented. These guidelines will be accessible to all unit members.
 8. 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.
 9. 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.
 10. Common Spaces- Local and state guidelines shall be implemented in order to provide safety for students and staff.
 11. 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.
 12. 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.
 13. 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.
14. Bargaining unit members shall have access to the District COVID Safety Plan on the district website.
15. 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 state and/or local public health department guidelines.
- a. 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.
16. In the event cleaning is not done according to the safety plan, unit members may report the issue to the site principal, and if still not resolved, unit members may report the concern to the district portal.
17. 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. 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.
18. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, in accordance to state and/or local public health guidelines.
- 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

shall follow the most recent guidance provided by local, state or federal guidelines. Staff shall also reach out to Human Resources to determine accommodations during this quarantine period.

19. Oxnard School District will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines).
20. 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.
21. 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.
22. 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.
23. 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).
24. 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.
25. 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.

26. 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.

27. 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 (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.

28. 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

29. 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:

30. 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 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)".

31. 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.)

32. Unit members can be required to schedule or hold IEP team meetings via video conferencing or in person for the 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 the distance learning plan that would only need to have blank fields completed and sent to parents.
33. In case of Hybrid Model - Prior to schools reopening, the parties agree to meet to negotiate Special Education schedules for students and staff.
34. 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.
35. 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.
36. 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.
37. Specialist/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 of student and staff occupancy shall be established.
38. 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.
39. 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.
40. 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.
41. 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.

42. 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.

Dr. Victor M. Torres, Asst Supt, HR Date
Oxnard School District

 3/11/21

Stacie Thurman, President Date
Oxnard Educators Association