

**Tentative Agreement Between
Oakland Education Association
and
Oakland Unified School District**

January 24, 2022

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Memorandum of Understanding (“MOU”) between Oakland Unified School District (“District”) and Oakland Education Association (“OEA”), collectively “Parties” regarding additional safety measures during the 2021-22 school year in light of the COVID pandemic. The provisions of this MOU will be implemented within two weeks of ratification by OEA members and approval of the Board of Education, unless otherwise noted below.

1. Testing, Communication and Contact Tracing, COVID-19 Dashboard

1.1. Testing

- 1.1.1. The District will provide weekly COVID testing access for all students and staff consistent with CDPH guidance at all sites. When there are periods of limited supply and/or bandwidth priority will be reserved for individuals with known exposures, ahead of asymptomatic testing at school sites.

1.1.2. Within 7 days of ratification of this Agreement, the District shall enter negotiations with all applicable vendors to pursue expansion of Regional Hub evening hours during periods of high positivity rates in the District. Regional hubs will continue to offer PCR testing in addition to rapid antigen testing.

1.1.2.1. All close contacts will have access to testing within 48 hours of a positive notification. Unit members in prolonged close contact or those who test positive for COVID will take a COVID test on the fifth day or as soon as possible thereafter. COVID leave is available as per the [MOU between OEA and OUSD dated January 6, 2022](#).

1.1.3. The District will provide baseline COVID testing access to all students and staff prior to a return from Spring Break. The Parties will make efforts to ensure that there are trained individuals at sites to facilitate testing upon return.

1.1.3.1. Families will be instructed to complete health screening prior to return from Spring Break. PCR testing will be available for symptomatic staff and students.

1.2. Communication and Contact Tracing

1.2.1. Teachers and service providers in prolonged close contact will be notified of a positive case, and may refer other staff believed to be in close contact with the positive individual to the District's COVID Response Team for appropriate follow-up without interference or repercussion.

1.3. COVID-19 Dashboard

1.3.1. The District and OEA reaffirm that the District shall maintain a Public Dashboard that reports instances of confirmed positive cases with confirmation of school and/or worksite exposure on site.

2. Nutrition Breaks and Large Spaces

2.1. Nutrition Breaks - Indoors & Outdoors

2.1.1. Weather permitting, nutrition breaks shall occur outside to the greatest extent possible.

2.1.2. For nutrition breaks, the Parties will maximize social distancing where possible in alignment with CDC in school dining guidance.

2.1.3. Ventilation/filtration will be operational in any indoor space used for nutrition breaks.

2.1.4. The parties re-affirm that all OEA members shall have a daily duty-free 30 minute lunch break.

- 2.1.5. Students will wear masks during nutrition breaks except when actively eating.
- 2.1.6. The District will provide the following equipment for each site, in a quantity determined by the number of students and staff at that site, in alignment with the amount of available square footage of outdoor space, so that outdoor dining is pursuant to the social distancing guidelines outlined in item 2.1.1. The District will provide updates to the President of OEA with regard to outstanding orders or delays.
 - 2.1.6.1. Outdoor tables and chairs;
 - 2.1.6.2. Trash, recycling, compost bins;
 - 2.1.6.3. Shade structures (umbrellas) sufficient to provide shade for the dining area; and
 - 2.1.6.4. Sanitizing stations or bottles of hand sanitizer shall be provided consistent with the Fall MOU between OUSD and OEA.
- 2.1.7. For all indoor assemblies, schools will follow social distancing principles.
- 2.1.8. Assemblies and large events should occur outdoors whenever feasible. For indoor assemblies, schools will open windows, open doors and/or utilize ventilation/filtration.
- 2.1.9. Unit members will be given the option to attend staff meetings in person or virtually provided that there is no disruption to instruction or school site operations.

3. Ventilation

3.1. Ventilation and Filtration in Large Spaces

- 3.1.1. “Large Spaces” are defined as libraries, auditoriums, and performing arts spaces where more than one class gathers. Air purifiers shall be placed in all large spaces.
- 3.1.2. HEPA filters and large fans will be installed in cafeterias to meet 5 air exchanges per hour. Gymnasiums will have large industrial fans to support increased ventilation.
- 3.1.3. The District shall be responsible for ensuring that all portable air filters, HVAC systems, and water and electrical maintenance related to ventilation are being maintained
- 3.1.4. HVAC systems shall operate continuously whenever spaces are occupied.
- 3.1.5. The google form for requesting inspections/maintenance and reporting issues with HVAC systems and/or portable HEPA filters shall be made available to all members. Per 11.5, it shall be posted with other forms related to safety in a centralized digital location that is accessible from the OUSD website and shared with all members.

3.2. Home & Hospital

- 3.2.1. One air purifier will be provided for each unit member delivering home instruction. To the extent written parent consent is obtained by the unit member, students receiving home instruction will receive air purifiers to remain in their home subject to the District's inventory. Unit members will deliver the purifiers in these instances.
- 3.2.2. Unit members will request that families turn on air purifiers two hours prior to the teacher entering the home.

3.3. Specialized Services

- 3.3.1. Speech therapists, school psychologists, and other service providers who are not teachers will be provided with classrooms and office spaces large enough to allow for social distancing consistent with Cal OSHA guidelines.
- 3.3.2. Air filters will be provided to speech therapists, school psychologists, and other service providers who are not teachers in these spaces.
- 3.3.3. In-person IEPs must be held in spaces that allow for social distancing, ventilation or filtration.

4. Quarantine and Independent Studies

4.1. When An Individual Student or Classroom is Quarantined by the District:

- 4.1.1. In the event that a whole classroom is quarantined by the District, the Parties shall follow the virtual learning schedules and other provisions related to independent studies in the Fall MOU between the Parties.
- 4.1.2. When individual students are quarantined, unit members shall execute written agreements as required per the Cal. Ed. Code. Asynchronous work shall be provided for the duration of the student's absence.
- 4.1.3. The District's central office Academic Team will continue to provide grade level appropriate packets or online content on [Teacher Central \(ousd.org\)](https://www.ousd.org/Teacher-Central) to support written agreements.

5. Hazardous Air Quality and Power Outages

5.1. Unhealthy Air Quality

The Parties recognize the necessity of outdoor ventilation and outdoor activities to maintain a safe school environment during the COVID-19 pandemic.

- 5.2. The Parties shall incorporate the [Air Quality Index Guidelines](#) as an appendix to this Agreement.
- 5.3. OUSD will continue to work closely with the Alameda County Office of Education and surrounding Districts, and follow the guidelines in the School Air Quality Activity

Recommendations. These recommendations were created by several agencies, including the California Department of Education, the California Air Resources Board, and the California Air Pollution Control Officers Association.

5.4. Power Outages

Mechanical filtration, including HEPA filters, is one layer to prevent the spread of COVID in indoor spaces. Therefore, in the event of an unexpected power outage which delays the use of mechanical filtration, the District shall take the following actions

5.4.1. For an unexpected outage if the class has appropriate lighting, instruction can continue for the first 30 minutes. Teachers shall have the option of moving to a large outdoor space when feasible. The District will work with Buildings and Grounds and PG & E to identify the cause of the power interruption in a timely manner.

5.5. For an unexpected outage exceeding 1 hour, or where outdoor learning is not possible due to facilities or air quality issues, the District will communicate next steps to families through its regular channels (i.e. ParentSquare).

5.6. The District shall promptly notify the unit members at the affected site(s) and the President and Vice Presidents of OEA within one hour of a site losing power.

5.7. The District and Association shall confer on learning arrangements in the event of an anticipated multi-day power outage.

6. On-Site Health Needs, Including PPE

6.1. The District will continue to make quality (N95, KN95 and/or KF94) masks (1 per day) available for students (appropriate sizes) and staff consistent with CDPH guidance. OUSD will provide a backup supply of surgical masks for staff and students and prioritize high risk staff and students when providing N95, KN95 and/or KF94.

6.2. School sites will implement District policies to regulate masking in all spaces, including classrooms, hallways, offices, and outdoors.

7. Vaccines Education and Outreach

7.1. To prepare for compliance with the Governor's vaccination mandate dated October 4, 2021, the District will set up vaccine popup centers where feasible and to the extent such vaccine centers are staffed.

7.2. The District will continue to survey students, staff and families to assess the most common questions about COVID safety and vaccination.

- 7.3. The District will make efforts to partner with community clinics and health-care professionals to provide vaccine information that is grounded in the most up-to-date science and is responsive to students, staff, and families' questions and concerns.

8. Coverage for Absences

- 8.1. To support school sites during periods of high transmission rates due to the Omicron variant, through February 28, 2022 and as needed thereafter, the District will prioritize coverage of school-based staff absences by assigning non-classroom unit members and available administrators to assist with covering absences not filled by a substitute teacher to the extent possible.
- 8.2. All unit members who cover classes and/or class periods shall be compensated consistent with the CBA between the Parties for coverage (See Article 24.5).
- 8.3. The District shall prioritize covering absences at high needs schools and Special Education when deploying staff to assist with coverage.
- 8.4. The District shall continue its concerted efforts to recruit new Substitute Teachers.
- 8.5. Unit members will prepare and grant substitute teachers, and others covering for absences, access to lesson plans as required by article 10.2.11.2 of the CBA between the Parties.
- 8.6. Between January 26, 2022 through February 4, 2022, The Chief of Talent (or designee) and President of OEA shall huddle daily to review absences at school sites during periods of high transmission rates. Additional huddles shall be scheduled, as needed thereafter.

This MOU resolves all impacts and effects related to all safety concerns during the COVID-19 pandemic (Spring Semester of 2021-22). The District will make a good faith effort to implement the provisions of this MOU within one week of its ratification by OEA members and approval by the Board of Education where permissible by law. This MOU shall expire in full without precedent on May 28, 2022. Notwithstanding the expiration of this Agreement, the Parties agree to meet and confer within 7 days of the expiration of this Agreement to discuss an extension of the above provisions for Summer School and/or Early Childhood Education as needed. The Parties acknowledge that certain provisions of this MOU are subject to the availability of limited resources (e.g., testing supplies). The Parties shall meet and confer at the written request of either Party regarding disputes related to this Agreement. All components of the current Collective Bargaining Agreement between OEA and the District not addressed by the terms of this Agreement shall remain in full effect.