

Memorandum of Understanding (MOU) Between

**Orange County Department of Education (Department) and
Orange County School Educators Association (OCSEA)**

Coronavirus (COVID-19) Response Effects

September 10, 2020

This MOU is entered into between Orange County Department of Education (Department) and Orange County School Educators Association (OCSEA), (collectively, “the Parties”) concerning any effects from the Department’s response to the Coronavirus (COVID-19) pandemic.

The Department follows active public health, federal, state, and local regulations pertaining to COVID-19. Where there is a conflict between various applicable orders, the Department adheres to the most restrictive regulation. The Department and OCSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the Department and its employees. We further recognize that the importance of taking prudent measures in an effort to prevent individuals using Department facilities from being exposed to or infected with coronavirus (COVID-19) and minimize the health risks associated with COVID-19 infections for students, staff, and their families while also providing equitable access to education for students. We agree that reasonable continuity of school operations should be maintained, and provisions should be made for the employees who are impacted by the pandemic.

To these ends, the Department and OCSEA agree as follows:

- 1) The Department will adhere to and train appropriate staff on applicable public health, federal, state, and local health and safety regulations pertaining to in-person instruction, which will include spatial distancing, hygiene, use of personal protective equipment, cohort models, student participation, meetings and gatherings, cleaning and disinfecting, and student health screening. State public health guidance for schools may be found at <https://files.covid19.ca.gov/pdf/guidance-schools.pdf>. The application of these practices will be appropriate for the program, administrative area, and students, and will be documented within the administrative area. The procedures are identified in the Department’s school safety plans.
- 2) The Department will inform OCSEA should it learn of a confirmed COVID-19 infection of Department employees, students, or contractors, and at which worksite said infection was found. Such confirmation notifications will occur within 48 hours or sooner whenever possible. Bargaining unit members shall follow the established COVID-19 Prevention Protocols, including notifying Department if they have been exposed to or contracted the virus. The Department and OCSEA will maintain employee privacy rights.

- 3) The Department will provide unit members with training regarding public health measures and Department safety policies pertaining to COVID-19 including but not limited to personal daily health screening requirements, hygiene, and student interactions to help prevent the spread of the virus.

The Department will take every measure available to ensure that its facilities have required preventive sanitation supplies as identified in the Department's school safety plan. The Department will also supply Personal Protective Equipment (PPE) required by the Department, such as face coverings for all employees, or other additional PPE required by the Department for the unit member's specific job assignment.

All relevant PPE shall be made available to the extent reasonably possible and consistent with California Department of Public Health (CDPH) and Centers for Disease Control and Prevention (CDC) guidelines (whichever has the highest protective standards). If PPE is unavailable, safety precautions consistent with public health official guidance should be followed to minimize risk of exposure. OCSEA will cooperate with the Department in any necessary public health actions, including those actions recommended by Federal, State, or local health officials. Employees are reminded of their duty to perform assigned work absent reasonable belief that such work poses a risk to their health or safety.

- 4) Formal in-class observations and performance evaluations will be suspended for the 2020-2021 school year, except for unit members requiring evaluation per CTC, and/or unit members scheduled for an evaluation as part of performance improvement. Performance evaluations due and hereby suspended for the 2020-2021 school year will be carried over and due in the 2021-2022 school year.
- 5) It is acknowledged that during Department site closures or disrupted operations due to COVID-19, the Department will continue to provide educational services in accordance with state sector guidance, which may necessitate the need for some bargaining unit members to report to work in support of both students and colleagues while other unit members work remotely.
- 6) During Department site closures or disrupted operations due to COVID-19, some employees may not be able or permitted to perform responsibilities at an OCDE worksite. In such cases, aside from any individual leaves or accommodations approved, all bargaining unit members are to be available during their normal work hours on their normal workdays in order to complete work remotely and will be paid their salary accordingly. During Department site closures or disrupted operations due to COVID-19, the Department may allow or assign unit members to work remotely (telework) at home to perform regularly assigned responsibilities during their normal schedule in accordance with the Department's telework policy.
- 7) During periods of full distance learning, the Department will follow all mandates in SB98 and the Department will provide unit members with appropriate guidance and

professional development regarding SB98. The structure and application of the SB98 mandates may vary by program and administrative area as determined by the Department in order to meet the needs of students in the specific program while fulfilling the State requirements.

- 8) All components of the current Collective Bargaining Agreement between OCSEA and the Department not addressed by the terms of this agreement shall remain in full effect.
- 9) The Parties recognize the effects of COVID-19 are changing rapidly. The Parties will be in regular contact to negotiate those aspects that fall within the scope of bargaining. This MOU shall remain in effect for the 2020-21 fiscal year subject to the directives of the County Public Health Officer and the Emergency Declarations of the State of California and the Federal Government, unless modified by mutual agreement of the Parties.

This agreement is not precedent setting and shall not constitute any form of past practice.

For DEPARTMENT:

For OCSEA:


