## MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**Ojai Unified School District**

**AND**

**Ojai Federation of Teachers**

**REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR**

**JULY 01, 2020**

The Ojai Federation of Teachers and the Ojai Unified School District, enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the provision of distance learning during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students.  This agreement only applies to the temporary effects due to COVID-19 in 2020-2021 and shall not be precedent setting for future contract negotiations.

In determining any special circumstances specific to individual sites, site administrators and other leaders at campuses agree to utilize and follow article 6.15 (Collaborative Decision-Making Process) from the existing CBA between the District and Federation.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

 **1.0 HEALTH, SAFETY, TRAINING**

1.01 The Federation will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the Federal, State, and Ventura County Public Health. Unit members shall continue to perform their assigned work.

1.02 Some groups may be more vulnerable to COVID-19. Those more likely to become ill will include adults ages 65+, individuals with compromised immune systems, and individuals who have an active or unstable chronic medical condition. The District shall encourage the affected employee to submit a form to request to participate in the Interactive Process to determine if a reasonable accommodation such as working from home in the case of distance learning may be considered for the employee, and the time period for which that accommodation will be offered. The employee will be required to provide a doctor’s note to HR to begin the process; the District will be as flexible as reasonably possible, with all accommodation considered on a case by case basis.

1.03 All unit members working remotely will follow terms and conditions set forth in this MOU and will meet minimum expectations for remote work, as set by the District.

1.04 The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures.

1.05 The District will train Unit members on safety protocols and provide safety materials. Training will take place before school begins and as part of the contracted day. Training will be provided throughout the year as requested by the Federation and as needed.

1.06 School Safety Binders will be made available to all staff at each site.

**2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)**

2.01 The District shall provide PPE to all unit members and students for each day that unit members or students are required to report to school sites.

2.02 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

2.03 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

2.04 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

**3.0 FACE COVERING REQUIREMENTS**

3.01 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors, unless a staff member or student has a medical exemption. This applies to all staff, students, administrators, and any visitors on campus. District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

3.02 Students without an exemption who do not wear masks will not be able to attend class on campus.

3.03 For unit members and students who cannot wear a mask, face shields shall be used (excluding staff and students with medical exemptions).

3.04 If a Unit member chooses to wear a face mask even after public health officials no longer require them, no action will be taken against the member and support will be given for their choice to remain safe.

3.05 The District will work collaboratively with members to ensure safety in situations with medical mask exemptions.

**4. 0 HAND WASHING REQUIREMENTS**

4.01 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

4.02 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.

4.03 The District shall comply with the following hand washing requirements:

4.03.1 Every room with a sink shall be stocked with soap and medically effective hand sanitizer.

4.03.2 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.

4.03.3 Hand sanitizer shall be accessible throughout school property.

4.03.4 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

**5.0 ADHERENCE TO HEALTH GUIDELINES**

5.01 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Ventura County Public Health Department.

5.02 Where there is a conflict between the various guidelines or orders, and OFT and the District cannot come to an agreement, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

5.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

**6.0 PHYSICAL DISTANCING**

6.01 The District shall ensure the minimum physical distancing required by the CDC, CDPH, VCPH between all student workspaces, between all educator and student workspaces, and between all employee workspaces.

6.01.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.

6.01.2   All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.

6.02 In situations where the minimum physical distancing requirement is

insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers, gloves, and/or face shields with neck drapes.

Sufficient ventilation and classroom size will be taken into consideration when scheduling one on one instruction or assessments. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible and strictly limited.

6.03 The District will make every effort to use teleconferencing and other technology to meet the requirement of IEP, 504, assessments, intervention, and other regular meetings in order to protect the health and safety of the Unit members. New Unit members will be trained in teleconferencing software prior to and IEP or 504 meetings.

6.04 In cases where meetings are required to be held in person the District will provide appropriate PPE and other safety measures such as plexiglass, N95 respirators when possible for individual student instruction, IEP, 504, assessments, and instructional intervention. The District shall attempt to accommodate requests for teleconferences by families and staff, if possible. The district will make reasonable efforts to accommodate staff who are uncomfortable doing in-person assessments with students.

6.05 The District will make every reasonable effort to place no more than one instructional assistant in classrooms with teachers in order to minimize contacts.

**7.0 QUARANTINE AND EXPOSURE**

7.01 In the event an employee is placed under an official quarantine issued by Ventura County Public Health (VCPH) or other government authority, the employee shall continue to receive full pay for two weeks for the duration of the official quarantine and will not be required to use their own sick leave, as documented in Article 17.01. This will require documentation from VCPH. An employee who believes they have been exposed to an individual who has tested positive for COVID-19 shall inform OUSD promptly, get tested for COVID-19, and quarantine for 14 calendar days to self-monitor for any potential symptoms that are not due to chronic or known condition. During this quarantine, employees will use all available paid leaves including sick leave and differential pay as available, consistent with the leaves article. The employee may be eligible for up to two work weeks of emergency paid sick leave at their full pay rate if a healthcare provider advises the employee to self-quarantine or if the employee is experiencing symptoms consistent with COVID-19 while seeking a medical diagnosis. A note from a medical professional may be required if the employee requests Emergency Paid Sick Leave.

7.02 If it is determined that the employee was exposed to COVID-19 while at work on an OUSD campus, OUSD supervisors shall work with the employee to submit a claim for Workers’ Compensation. If it is determined that the employee was exposed to COVID-19 during personal, non-work time, the employee will utilize available sick leave.

7.03 If there is cause for either a specific class or school that needs to quarantine because of exposure to COVID-19, the District and Ojai Federation of Teachers agree that the Unit members who are working remotely will:

7.03.1 Check email/Parent Square at least twice daily Monday – Friday.

7.03.2 Return or respond to emails/Parent Square messages from students, staff, and parents within 24hrs Monday – Friday.

7.03.3 Unit members will not exceed typical work hours when working remotely.

7.03.4 All Unit members will be available by phone or email during regular working hours.

7.03.5 All work will be uploaded to Canvas.

**8.0 DAILY CLEANING AND DISINFECTING**

8.01 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned weekly and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, copy machines and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

8.02 Daily cleaning and disinfecting shall be done by trained custodial personnel. Certificated unit members shall assist with disinfecting by regular wiping of door handles throughout the day, but shall not be required to perform additional daily cleaning and disinfecting that fall outside the scope of the normal duties.

**9.0 AIR VENTILATION AND FILTRATION**

9.01 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be allowed to keep them open depending on weather, temperature, or air quality conditions.

9.02 The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour.

**10.0 HEALTH SCREENING, TESTING, NOTIFICATION AND CONTACT TRACING**

10.01   The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school.

10.02   All staff will complete the required check-in process and health screening in the main office when entering campus. If on campus after hours, staff may not use common areas such as the workroom or staff lounge unless they have a preapproved clearance from their site-administrator.

10.02.1 All students and staff will be trained on these protocols and procedures.

10.03   Upon notification that an employee has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Ventura County Public Health Department.

**11. 0 MEETINGS AND GATHERINGS**

11.01   In-person meetings shall be eliminated during the pandemic when in-person instruction is not being offered (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All meetings shall be held virtually and shall be scheduled during non-instructional time.

11.02   Large in-person gatherings (i.e. school assemblies) are prohibited.

11.02.1 Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be held virtually for the 2020-2021 school year unless mutually agreed upon by the Parties.

11.03   The District will work in collaboration and make every effort to schedule Friday meetings at a time that works for the majority of the staff.

11.04 The District will attempt to ensure equity in meetings, preparation, and planning periods for teachers in both general education and special education.

**12.0 DISTANCE LEARNING**

Consistent with *Education Code Section 43503* as amended by SB98*,* if as a result of the orders and guidelines issued by federal, state, or local public health officers, if the District is unable to provide a safe and healthy in-person learning environment total distance learning mode of instruction will be offered.

12.01   For the District’s implementation of distance learning, all Unit members will be provided training, materials, and other resources required for both preparation and implementation.

12.02   The District will work collaboratively with teachers to develop common instructional tools across grade-levels and departments, to ensure equity and access for all students, while maximizing and honoring teacher flexibility.

12.03 All students will receive synchronous or asynchronous instruction and content five days per week through distance learning.  The lesson design and type of instruction provided shall be at the discretion of the teacher.

12.03.1 Content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

12.03.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephone communication.

12.03.3 This daily live interaction shall be designed to meet the needs of students at the discretion of the teacher.

12.04 If daily live interaction is not feasible as part of regular instruction, the District shall allow video instruction for part or all based on grade level and site administrator approval.

12.05   The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

12.06   The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.

12.06.1 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP) or EL students on an ILP, the District shall ensure that all IEPs can be executed in a distance learning environment.

12.07   According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

12.07.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the teacher.

12.08   Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students’ abilities to access the curriculum. 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 following the District’s tiered plan for engagement support.

12.09   Except for office hours and/or interactive instruction, bargaining unit members shall set his or her schedule asynchronously. Both Bargaining unit members working from school and at home are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week.

12.10   Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, Parent Square and/or other virtual platforms.

12.11   Interactive instruction should include content that requires student interaction with teacher/classmates, content that engages a student in making a response, content that

 engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

12.12   Bargaining Unit members providing service in the distance learning model are required to work from their assigned classroom/office workspace during regular school hours.

12.12.01 Bargaining Unit members can request to work from home by filling out the required form and providing an explanation. The District will attempt to accommodate reasonable requests by Unit members.

12.13   Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal without coercion to do so.

12.14   The District shall attempt to provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology and laptop computers.

12.15 The District will work in collaboration with the Unit members to keep teaching expectations other than “normal” to a minimum. Because of the distance learning expectations, teachers who are assigned a combination class will be given support and training to teach both assigned grades.

12.16 Because of the unusual nature of distance learning and the need to restructure the school day, the District will collaborate with the Federation on the daily schedule as needed and on an ongoing basis.

**13.0 DISTANCE LEARNING ACCOUNTABILITY REQUIREMENTS**

13.01   The Unit member shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.

13.01.1 Evidence of daily student participation in distance learning shall be obtained using:

* evidence of participation in online activities;
* completion of regular assignments and/or assessments; and
* contacts between employees of the District and pupils or parents or guardians.

13.01.2 The Unit member shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments. The District will provide the tool for documentation and make a reasonable effort to keep the tracking of both participation and engagement manageable and uncomplicated.

13.01.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent or not engaged from distance learning for more than two school days or 40% of the instructional days in a school week. These procedures shall require unit members to make first contact with the pupil’s parents or guardians pursuant to the requirements of Education Code Sections 43504(f), during scheduled student support time. Translation services will be provided if required. Site administrators or classified staff will make subsequent contacts.

13.01.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil’s academic progress consistent with established practices and procedures for traditional in-person learning.

**14.0 CLASSROOM PREPARATION DAYS**

14.01 The four calendared professional development and preparation days will be moved to the beginning of the school year to supply adequate time for training and preparation in order to prepare for distance learning. Of the four days, sixteen hours will be allotted to individual classroom preparation and sixteen hours will be allocated to professional development and training.

**15.0 UNIT MEMBER DAILY START TIME**

15.01   Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice.

15.02   School site protocols will be developed to minimize interaction of bargaining unit members and Staff.

**16.0 ADJUNCT DUTIES, COMMITTEE ASSIGNMENTS, OR EXTRA DUTY WORK**

16.01   Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

**17.0 LEAVES**

**Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)**

17.01   For unit member self-care: A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member.

(1) is unable to work due to government issued quarantine or isolation order related to COVID-19,

(2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work,

(3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member’s full salary

 regardless of per diem pay limits in the FFCRA.

 Additional days of paid leave necessary for the above conditions will be provided by the district and not deducted from the accrued leave of the member.

The District may request documentation of (1), (2), or (3).

17.02   For unit members to care for others: A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for

(1)  a minor child due to a COVID-19 related school closure,

(2) an individual subject to government issued quarantine or isolation order related to COVID-19,

(3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or

(4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis.

The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member’s full salary regardless of per diem pay limits in the FFCRA.

**18.0 TRANSFERS AND ASSIGNMENTS**

18.01 The District shall make every effort to accommodate all reasonable requests to participate exclusively in distance learning from staff members.

18.01.1 The unit member’s request for a distance learning work assignment must be submitted via the form provided. The request may include the reasons for the bargaining unit members request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19, or they are uncomfortable in working from their classroom. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.  Unit members requesting to work from home will not be made to feel guilty.

**19.0 CHILDCARE**

19.01   The District shall attempt to provide a no-cost/subsidized child care option to staff during instructional hours, or allow staff to bring their children to work.

**20.0 PAY AND BENEFITS**

20.01   The District will maintain pay and benefits for Unit members relative to their regular schedules for the period of closure or curtailment due to the COVID-19 epidemic.

**21.0 EVALUATIONS AND OBSERVATIONS**

21.01   Due to the unique circumstances surrounding the crisis, Unit members will be evaluated only on the usual California Standards for the Teaching Profession and such aspects of teaching as lesson planning, implementation, delivery, and/or student assessment. They will not be evaluated with any new technology or skill associated with distance learning.

21.02   Administrators will be conducting observations and classroom visits as they would during a regular school year. If an employee has been cleared to work from home during distance learning, administrators will have access to observe those classes in Zoom remotely.

**22.0 PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER**

22.01   All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, speech-language pathologists, teachers on assignment, and academic coaches) shall maintain all physical distancing, PPE and safety requirements in this MOU.

22.02   Physical distancing and PPE requirements are to be maintained in all workstations and office settings. If physical distancing of 6 feet is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible and strictly limited.

22.03   The District will make every attempt to accommodate reasonable requests by teachers to limit or restrict in person contact for assessments.

**23.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE**

23.01   Staff, administrators, and students who are experiencing COVID19 symptoms or are sick are expected to remain home and shall not be permitted on a District site while sick.

23.02   If a staff member and student associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14) day quarantine. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning.

23.03   The District will work with the Ventura County Department of Public Health to ensure that all staff being quarantined are given resources on how to properly quarantine and provide access to medical professionals if illness manifests itself.

**24.0 TRAINING**

24.01   Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:

         24.01.1 Reinforcing the importance of health and safety practices and protocols;

24.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;

24.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;

24.01.4 Health screening protocols and procedures;

24.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

24.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;

24.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and

24.01.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

24.01.09   The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting as part of distance learning.

24.02   The District shall provide a minimum of 72 hours notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

**25.0 ACCOMMODATION**

25.01   The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

25.02   The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as working remotely.

25.03   If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.

25.04   The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

25.05   The District agrees to initiate in a timely manner the interactive process for employees who a medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology related to exposure to COVID-19.

25.06   The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

25.06.1 Providing additional or enhanced PPE;

25.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus

25.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;

25.06.4 Moving the employee workspace; and

25.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

25.07   All unit members who do receive an alternative assignment have the right to return to their previous assignment at the conclusion of the COVID-19 crisis.

**26.0 ACCESS LIMITATIONS AND FEDERATION RIGHTS**

26.01   The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

**27.0 GRIEVANCE AND EXPEDITED ARBITRATION**

27.01   All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

27.02   Due to the potential urgency of disputes connected to providing and maintaining safe and healthy schools for all students, staff, and their families, according to the provisions of this MOU, an expedited arbitration process may be entered into by mutual agreement of both Parties:

27.02.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.

27.02.2 At least ten (10) workdays prior to the hearing, the Parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced not previously provided.

27.02.3 Time limits for the hearing shall be mutually agreed upon by the Parties. The following shall be prohibited: written briefs, court reporters and electronic transcription.

27.02.4 The arbitrator shall issue oral decisions at the close of the hearing, and decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.

27.02.5 Each party shall bear its own expenses, and the arbitration fees shall be shared equally by both parties.

**28.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

28.01   Due to the evolving nature of the pandemic, the Federation reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

**29.0 DURATION**

29.01   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.

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

FOR THE FEDERATION:                          FOR THE DISTRICT:

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August 12, 2020\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  August 12, 2020\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date                                                             Date