

Memorandum of Understanding

Between

Ojai Unified School District

And

Ojai Federation of Teachers

Regarding the COVID -19 Pandemic during the 2021 -2022 School Year.

September 01, 2021

The Ojai Unified School District ("the District") and the Ojai Federation of Teachers ("OFT") enter into this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus and specifically how they relate to in-person education.

1. Required Health & Safety Conditions for In-Person Instruction

In-person instruction will continue for students at OUSD school sites and OFT bargaining unit members with the following health and safety provisions:

- 1.1 On all matters relating to health and safety procedures and protocols, with the exception of matters otherwise addressed in this agreement, the District shall adhere to the most strict and recent COVID requirements issued by the California Department of Public Health (CDPH), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Ventura County Department of Public Health (VCPH), and the State of California. Recommended guidelines will be followed to the greatest extent possible. The district will consult with OFT on recommendations by VCPH or CDPH, but will retain the ability to make ultimate decisions in these instances. The District and OFT will collaboratively interpret any governor's orders that seem to contradict public health guidance.
- 1.2 The district shall adhere to the State Public Health Officer Order of August 11, 2021. Pursuant to the order:
- 1.3 The district shall verify the vaccine status of all workers.
- 1.4 The district shall have a plan in place for tracking verified worker vaccination status and make available records of vaccination verification, upon request, to the local health jurisdiction for purposes of case investigation. All data collected will be stored electronically with password protection.
- 1.5 The District will consider workers as unvaccinated if they are not fully vaccinated, or if their vaccine status is unknown or documentation is not provided, and the District shall follow protocols of the enforcing health agency in such cases.
- 1.6 The District shall require OFT members to undergo weekly COVID-19 diagnostic screening. Members who do not test through the OUSD testing program will need to meet with HR to complete a testing accommodation plan.
- 1.7 Teachers who request will be allowed to hold class outdoors. Furniture and shade structures (if necessary or available) will be moved to outdoor space for the teacher by district staff within five business days of a request with resources available at the time of the request.

2. Testing

The District shall require all members to participate in weekly Covid-19 testing provided by the district at no cost to the employee.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate community engagement, in conjunction with local health department officials. The District shall inform in writing all workers who may have been exposed or in close contact with the individual during the infectious period of their potential exposure 24 hours of having learned of the infection.

The District shall maintain a clearly visible field on the home page of its website that reports all instances of positive cases at all schools and worksites. The District shall update this "dashboard" within 24 hours of the District receiving confirmation of a positive test.

Testing frequency may be amended based on current safety conditions, in consultation with OFT.

3. Masks

The District shall supply and require proper wearing of approved masks indoors (and outdoors, if so indicated by VCPH guidance for all staff and students (except students with a valid mask exemption) and shall require all visitors to use a proper mask indoors (and outdoors, if so indicated by VCPH guidance while on campus)

Any district teacher who violates the current policy on masking is subject to progressive discipline as per Clauses 5.6 - 5.6.1.4 of the *Agreement* between OUSD and OFT, dated July 1, 2018.

The District administration will ensure that current mask mandates are followed by all employees and utilize the progressive discipline model in instances of non-compliance.

The District shall provide a new KN95 mask daily for each staffer who requests one.

4. Physical Distancing

The District shall ensure physical distancing in accordance with the most current VCPH requirements. Should VCPH requirements change on physical distancing, either party may reopen bargaining on this topic.

5. Additional Health & Safety Measures

- 5.1 The District shall stock every room with a sink with soap and paper towels.
- 5.2 The District shall provide hand sanitizer to every classroom.
- 5.3 The District shall provide non-classroom workspaces with hand sanitizer.
- 5.4 Face Tissue - The District shall stock all classrooms and non-classroom teacher workspaces with face tissue.
- 5.5 Ventilation - All classrooms will be able to exchange interior air at the rates recommended by HVAC experts in light of Covid. Given that not all classrooms are on equal systems, the District will educate teachers annually about how to maximize airflow within each teacher's particular classroom.
 - 5.5.1 Qualified District staff will quarterly inspect classroom air filters and replace them as needed.
 - 5.5.2 The District will make sure all occupied rooms meet the minimum CDC standard for air exchange.
- 5.6 Safety Measures - The District will actively promote the most credible position (i.e., guidance by CDC, CDPH, and VCPH) regarding masking, vaccinations, and other safety measures for all stakeholders. This includes active recommendations on the District's websites, school bulletins, marquees, and all other public communications.
- 5.7 The district will provide staff at all sites with COVID safety training materials for students.
- 5.8 Visitors and Volunteers on campus will be allowed in accordance with the Campus Visitor and Volunteer Form.

6. Additional Unit Member Issues

- 6.1 COVID-19 Infections and Quarantine - All employees and students who test positive for COVID-19 shall be required to quarantine in accordance with VCPH requirements.
- 6.2 Supplemental Paid Sick Leave - Teachers who are subject to a quarantine or isolation period related to Covid-19 and variants exposure or contraction on or off the worksite will be entitled to supplemental paid sick leave. If a member is quarantined more than once the supplemental sick leave resets.
 - 6.2.1 Supplemental paid sick leave will be equal to employees current salary or hourly pay and will be compensated for time equal to their work assignment.

6.2.2 Supplemental paid sick leave will be available to employees for a period of up to 10 contracted work days starting on the first day of utilizing leave time. If leave needs to be extended beyond the 10 days, a medical note from a qualified doctor is required with a specific return date and leave will be covered through that time.

6.2.3 No staff member who has tested positive for COVID will be allowed to return to work without being released by the district nurse, a medical doctor, and obtaining proof of a negative Covid-19 test within 48 hours of returning. If a medical professional requires a longer quarantine period, the leave will be covered.

6.3.3 Teaching staff on supplemental paid sick leave will not be required to provide remote instruction and the cost of a substitute will be paid for by the district.

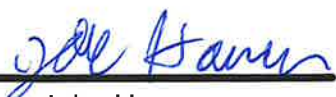
6.3.4 Teaching in Quarantine - If a teacher is placed on quarantine and is still able to work, they may complete their daily work assignment by uploading and grading assignments using the available online tools, without utilizing leave. Working while in quarantine is not required.

6.3 IEP, SST, and 504 Meetings - OFT members may offer to hold IEP, SST, or 504 meetings virtually or in-person. Parents may opt to have an in-person meeting, with the team members present. General education teachers contributing to such meetings may do so through Zoom or another approved remote provision, unless site administration determines that it isn't possible to do so.

7. Term of Agreement

- 7.1 This memorandum of understanding expires June 30, 2022, unless both parties agree to an extension.
- 7.2 All components of the current OFT / OUSD *Agreement* - and any future agreement-- will remain in full effect except for those provisions modified by the terms of this memorandum of understanding.
- 7.3 The signatory parties of this memorandum of understanding will promptly reopen negotiations for any new memorandum of understanding deemed necessary by either party as COVID-19 conditions and governmental guidance change.
- 7.4 The District and/or OFT reserve(s) the right to negotiate any additional impacts that may arise during the term of this memorandum of understanding.

Date: 9/27/21



Jake Hansen
OFT President

Date: 9/27/21



Dr. Tiffany Morse
Superintendent