Memorandum of Understanding
Between
The Mt. Diablo Education Association
And
The Mt. Diablo Unified School District
Regarding the Ongoing Coronavirus Pandemic

The Mt. Diablo Education Association (MDEA or "the Association") and the Mt. Diablo Unified School District (MDUSD or the "District"), hereafter, "the Parties," agree to the following provisions regarding health and safety measures and workload impact related to the ongoing coronavirus pandemic, effective October 28, 2021.

MDUSD and MDEA recognize that our state, nation, and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. MDUSD and MDEA also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving.

This Agreement reflects the Parties' understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by State, local and/or Federal authorities, the Parties will endeavor to renegotiate the terms of this memorandum of understanding in good faith, with the aim of keeping our students and educators safe, assisting in containing the ongoing pandemic, and continuing to provide equitable and grade appropriate educational services to our students and communities required by local, State and Federal authorities.

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.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families. In order to promote public health and safety and to reduce the negative financial impacts on employees the Parties have agreed on the following:

1.1 Definitions

1.1.1 "Classroom"- is any physical academic, learning, assessment, or instructional space used by students, certificated staff, classified staff, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces during site time and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

1.1.2 "Close Contact" – shall have the same definition as in the Cal-OSHA Emergency Temporary Standards as that definition may change from time to time. As of the

date of this MOU that definition reads: "being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" defined by this section. This definition applies regardless of the use of face coverings." Further, as of the date of this MOU, the Cal-OSHA definition of "high-risk exposure period" reads:

"High-risk exposure period" means the following time period:

(A) For COVID-19 cases who develop COVID-19 symptoms:, from two days before they first develop symptoms until all of the following are true: it has been 10 days since symptoms first appeared; 24 hours have passed with no fever, without the use of fever-reducing medications;, and symptoms have improved.; or

(B) For COVID-19 cases who never develop COVID-19 symptoms:, from two days before until10 days after the specimen for their first positive test for COVID-19 was collected."

1.1.3 "Common Equipment" – is any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils.

1.1.4 "Common Space" – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms.

1.1.5 "Face Covering" – is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand. Face coverings with exhalation valves or vents are not permitted. Face coverings should be made from a tightly woven fabric and have two or more layers.

1.1.6 "Hand Sanitizer" – is a product made to sanitize the hands and must contain at least sixty percent (60%) alcohol and must be used in compliance with public health advisories.

1.1.7 "Personal Protective Equipment" / "PPE"– this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and may include, but is not limited to, face coverings, masks, face shields, face shields with a neck drape or humanity shields, barriers, gloves, gowns, and other protective gear.

1.1.8 "Workspace" – is any physical space used by certificated staff, classified staff, administrators, or other people on a school campus used for any purpose other than academic, learning, assessment, or instructional. This applies to both indoor and outside spaces, and includes, but is not limited to, copy rooms, staff rooms, and offices.

1.1.9 "Supplemental Paid Sick Leave (SPSL)"- refers to the leave that was provided by the State to employees throughout the state of California and expired on September 30, 2021. It appears in this MOU for historical purposes and as may later be relevant in the event the state reinstates the leave benefit or a similar leave benefit.

1.2 **General Terms**

1.2.1 This Agreement sets forth protocols and terms that the District and MDEA have agreed upon regarding working conditions for bargaining unit members due to the COVID-19 public health emergency.

1.2.2 The District and MDEA recognize the importance of maintaining safe learning opportunities and services for the benefit of the students and communities served by the District and all employees.

1.2.3 The Parties agree that providing in-person educational opportunities and continuity of District instruction and essential services to students is important, and that provisions should be made for District employees who are impacted by the pandemic.

1.2.4 The District and the Association will support efforts to maintain funding under any applicable laws during the COVID-19 pandemic.

1.2.5 All bargaining unit members who perform their duties shall receive their full pay and benefits for so long as they continue to provide services.

1.2.6 Bargaining unit members who perform services will receive the full amount of any stipends in Appendix A related to credentials, licenses, advanced degrees, department chairs, and Teachers on Special Assignment, which apply to them. Stipends based on performances or athletic programming will resume and be prorated once those activities resume or commence.

1.2.7 The Parties agree that federal and state occupational safety and health laws, other relevant laws and regulations, and any additional legal requirements that take effect during the life of this memorandum of understanding will be adhered to.

1.2.8 The District will continue to provide licenses, training and support for two virtual learning platforms, SeeSaw for grades TK-2 and Google Classroom for Grades TK and above. To respect professional autonomy, teachers may supplement these platforms based on the needs of their students.

2. Bargaining unit members who need leave to get vaccinated for their initial vaccination series or who take leave to address vaccination, including booster, side effects shall be able to utilize all applicable leave to do so, including 2021 COVID-19 Supplemental Paid Sick Leave (SPSL) and any subsequent leave provided by the state or federal government. Bargaining unit members who have exhausted their SPSL may use other forms of leave. Any bargaining unit member who is not vaccinated, who has no available SPSL or accumulated sick leave, and who need leave to attend their initial vaccine

appointments shall be provided one half day of leave for each vaccination appointment. Bargaining unit members shall provide their immediate supervisor 3 days advanced notice.

3. The Cal/OSHA Emergency Temporary Standard mandates and the District shall provide effective training and instruction to employees that includes information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. If applicable, this shall include information that 2021 COVID-19 Supplemental Paid Sick Leave (SPSL) is available to all bargaining unit members for leave related to COVID-19 before they have to use their accumulated sick leave. The District shall ensure that "COVID-19 Supplemental Paid Sick Leave" options are available in the absence reporting system, and that bargaining unit members are informed of this, including the different forms of SPSL and the codes assigned to each.

4. MDEA bargaining unit members, who are not vaccinated, are required to get COVID-19 tested weekly, and results of those tests will be provided to the District. No cost testing shall be provided to all bargaining unit members during the work day. The District shall make testing sites available in at least one school for each feeder pattern. Bargaining unit members who are not vaccinated shall be released from work to be tested weekly, with no loss of pay or benefits. They must give their direct supervisor 24 hours notice to ensure that their class is covered. Bargaining unit members who need to get tested due to exposure at the worksite shall be released from work to be tested, with no loss of pay or benefits. Bargaining unit members may get tested after site time.

5. **Face Coverings**

5.1 All local, State (including Cal/OSHA), and Federal requirements and mandates relating to face coverings shall be in effect and enforced at all District sites. While face coverings are required to be worn in school sites by any local, State, or Federal requirement or mandate, the following will apply:

5.1.1 Face coverings are required to be worn properly, including over the nose and mouth. The District shall provide face coverings with a nose adjustment piece to all people on school sites who do not have a face covering or who request one.

5.1.2 Face coverings that meet all local, State (including Cal/OSHA), and Federal requirements and mandates shall be worn indoors at all times by all persons over the age of 2 on all District sites. For the playing of musical instruments that cannot be done with a mask (e.g., wind instruments), the parties agree to follow CDPH recommendations that of least one of the following:

- Performing the activity outdoors;
- Using modified masks and bell coverings when playing wind and brass instruments, and maintain at least 6 feet of physical distancing;

5.1.3 All persons shall be encouraged to also wear their face coverings outdoors.

5.2 Masking shall continue until the state lifts indoor masking mandates in schools.

5.3 Masking exemptions must follow all local, State, and Federal rules and guidelines.

5.4 Any bargaining unit member whose work requires them to interact with any student or adult who has a mask exemption shall be informed of this mask exemption within 48 hours of the signing of this MOU, and thereafter, within 24 hours of the District's approval of the mask exemption.

5.5 In the event that a student is unable to wear a mask, consistent with mandates and/or orders, the site or program administration will work with the parent/guardian and staff to determine the appropriate action. The site or program administration will collaborate with staff regarding the accommodations necessary for the student and will also ensure that the appropriate PPE is provided to the bargaining unit member.

5.5.1 Persons exempted from wearing a face covering due to a medical condition, mental health condition, or disability, as confirmed by their medical provider must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it. Such conditions are rare.

5.5.2 Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication may also be exempt from wearing masks, but must wear an alternative covering such as a face shield with a drape on the bottom edge.

5.5.3 Bargaining unit members who work with students who are not required to wear facial coverings shall be given more comprehensive PPE, including gloves, a gown, a face shield or goggles, and an N95 mask and shall receive multiple sets of gowns and gloves per day.

5.6 Fit-tested N95 masks shall be provided to:

5.6.1 All nurses;

5.6.2 Bargaining unit members responsible for the care of individuals who get sick at the worksite with possible symptoms of COVID-19 illness;

5.6.3 Bargaining unit members who work with students who are not required to wear facial coverings. Bargaining members shall also wear a face shield;

5.6.4 Bargaining unit members who may request in writing N95 masks, at the discretion of the District, due to professional or personal health concerns.

Bargaining unit members shall not be required to submit a note from a medical professional when making this request.

5.7 Recognizing the difficulty in acquiring N95 masks, and through February 28, 2022, a bargaining unit member may request an N95 mask and the District will provide them with the requested mask as long as supplies last and the district is able to continue to acquire and/or purchase additional masks and have them delivered.

6. **Hand washing and sanitizing**

6.1 The Parties recognize that frequent hand washing with soap for a minimum of twenty (20) seconds minimizes the spread of COVID-19.

6.2 All individuals shall wash their hands or use hand sanitizer frequently throughout the day, including upon entering district sites and every time a classroom or workspace is entered; after coughing or sneezing; after classes where they handle common equipment; before touching their face; and before and after using the restroom.

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

6.3.1 Every room with a sink shall be stocked with soap and hand sanitizer and paper towels.

6.3.2 Non-classroom workspaces and common spaces shall have hand sanitizer.

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

7. **Air Ventilation and Filtration**

7.1 Properly installed and maintained Heating, Ventilation and Air Conditioner (HVAC) systems are key to ensuring healthy indoor air quality in school learning environments. The District shall ensure all HVAC systems are operating effectively and will complete repairs or adjustments when needed.

7.2 HVAC air filters shall be equipped with MERV-13 or higher filters, and be changed quarterly. Moving forward, a districtwide spreadsheet showing the date that filters were last changed will be posted conspicuously on the Maintenance and Operations page of the District website.

7.3 If a bargaining unit member has a concern about the ventilation system in their workspace, they must immediately report the concern to the administration. If it is determined that the space is not safe to continue working in, the administration will provide an alternative space for the bargaining unit member to conduct their classes.

7.4 All employees shall remove or redirect personal fans to prevent blowing air from one person to another.

7.5 The District shall ensure that HVAC systems' are programmed to provide maximum outdoor air intake.

7.6 The District shall ensure that all HVAC systems are set so that exhaust air is not pulled back into the classroom from HVAC air intakes or open windows.

7.7 Bargaining unit members assigned to classrooms with no openable windows will be offered alternate locations (to the extent such locations on that site exist) that have at least two openable windows. If no alternate location is available, the District shall provide a portable high-efficiency particulate air (HEPA) unit to increase clean air.

7.8 The District shall ensure all existing exhaust fans in all restrooms are fully functional, operating at maximum capacity, and are set to remain on.

7.9 Bargaining unit members shall open windows or other sources of fresh air as often as is possible depending on weather, temperature, exterior noise, odor or air quality conditions. Bargaining unit members may choose to have their windows open all the time.

8. Additional COVID-19 Mitigation Measures for Schools in Areas with High COVID-19 Case Rates.

8.1 The following mitigation measures will be implemented at all MDUSD schools located in cities / towns within MDUSD with greater than 200 COVID-19 cases per 100,000 over the last 14 days based on the data maintained by Contra Costa Health Services.

8.1.1 All bargaining unit members, upon request, will be provided a touchless thermometer (until the current district supply in the warehouse as of 10/1/21 of approximately 200 devices is depleted).

8.2 Elementary schools in the applicable cities and towns shall be prioritized first. After all elementary schools in the applicable cities and towns are provided these items the District shall then prioritize middle schools. Then, after the elementary and middle schools the District shall provide these additional mitigation measures to high schools.

9. **Indoor recess / lunch**

9.1 If students are eating in classrooms during a combination smoke day / COVID day:

91.1 they shall only remove their face coverings when they are actively eating or drinking

10. **Notice of exposure**

10.1 The District shall provide written notice consistent with the Cal-OSHA Emergency Temporary Regulations, which currently requires notice within 1 business day to all bargaining unit members at the site and to MDEA any time a

bargaining unit member was present at a District site where someone with COVID-19 was also present. The timeline begins immediately after the District knows or should have known about the COVID-19 case and ends at the same time on the next business day.

10.2 The notice shall be written in a way that does not reveal any personal identifying information of the COVID-19 case.

10.3 The notices to bargaining unit members shall specify:

10.3.1 if the bargaining unit member was present at a District site where someone with COVID-19 was also present, and/or

10.3.2 whether the person with COVID-19 was in their classroom, and/or

10.3.3 whether the bargaining unit member was a close contact (according to the definition currently in use by Cal-OSHA), and/or

10.3.4 whether the bargaining unit member must now be excluded from physical worksites.

10.4 The District shall provide notice to all bargaining unit members who were in the same room with a COVID-19 positive person immediately upon learning of the COVID-19 case. Upon the completion of contact tracing, an updated notice, identifying the existence or non-existence of a close contact shall be sent.

10.5 The District shall carbon copy (cc) the MDEA president on all notices related to COVID exposure sent to individual bargaining unit members.

10.6 The written notices shall also include the following, as well as all items required by Cal-OSHA:

10. 6.1 information, or a direct link to specific information regarding COVID-19 related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, other sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee.

10.7 When a bargaining unit member is asked to provide substitute coverage, or before students from a classroom that are split into another bargaining unit members' classroom, because a bargaining unit member is not at work due to exposure to COVID-19 they shall be informed of this situation.

10.8 By October 15, 2021, the District shall send to every bargaining unit member whom they do not have proof of vaccination for, information regarding bargaining unit members' right to request a respirator for voluntary use if they are not fully vaccinated and if there have been 3 or more employee COVID-19 cases visited the workplace during their high-risk exposure period at any time during a 14-day period.

11. Quarantining procedures

11.1 The District will follow the Cal-OSHA ETS, CDPH and Contra Costa Health Services requirements and guidelines for quarantining people. When a bargaining unit member is excluded from the workplace, the District shall provide the specific criteria for a return to work.

11.2 When a bargaining unit member is excluded from District sites they shall be provided with remote work, if remote work is available and offered by the district and if they are able to work. A bargaining unit member who performs remote work during exclusion is working and therefore shall not be considered on leave, and shall not be required to use any form of leave.

11.3 The District shall follow all requirements of any COVID-related leave provided by the State of California or Federal Government.

12. Bargaining unit members shall maintain six (6) feet of physical distance when assigned supervision duties and other duties related to school performances, rallies, assemblies, etc.

13. **Meetings**

13.1 All in-person meetings will follow all applicable health and safety protocols.

13.2 Information from site administrators / immediate supervisors will be communicated via district email. Required meetings will follow the schedule and parameters outlined in Article 9.2 in the Collective Bargaining Agreement. These meetings will follow the calendar for the 2021-22 school year already published.

13.3 IEP, SSTs, and 504 meetings held during the workday will be held from the site and in-person (unless a parent/guardian approves to attend remotely), and eligible bargaining unit members will be compensated accordingly per the CBA and the Supplemental Compensation Schedule/ Appendix A, for participation in any such meetings. For parent-teacher conferences, parents will be given the option to choose an in-person or a virtual conference.

13.4 From January 20, 2022 to February 28, 2022, all curriculum, professional development and weekly/monthly regularly scheduled staff meetings will be held virtually unless all the participants agree to an in-person meeting. Bargaining unit members must attend virtual meetings that are held within site time from their work site.

14. **Personal Protective Equipment**

14.1 The District shall provide District-approved applicable personal protective equipment (PPE) to ensure that the bargaining unit member maintains their safety and the safety of others.

14.2 Disposable masks will be available if needed. In-lieu of using District-provided PPE, bargaining unit members may use their own PPE so long as the PPE

complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Upon request, they shall also receive a plexiglass barrier.

14.3 Additional PPE will be provided to nurses, preschool teachers, counselors, and special education teachers when their duties require them to be in close contact with students and may allow for multiple changes of PPE per day.

14.4 Gowns and shields shall be provided for all assignments that require toileting or any potential exposure to bodily fluids.

14.5 Bargaining unit members will work with their site administrator to request specialized or additional PPE based on the specific needs of the bargaining unit member, class and/or students.

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

14.7 Bargaining unit members at grades TK and above shall not be required to do toileting, unless it is part of their regular job duties. Any bargaining unit member who toilets students shall be fully provided disposable gowns, and medical grade masks and gloves, which shall be disposed of after a single use.

14.8. Bargaining unit members whose work with students exposes them to the bodily fluids of those students shall be provided with disposable gowns, and medical grade masks and gloves, which shall be disposed of after a single use.

14.9 Information contained in the CDPH Guidance for the Use of Face Coverings shall be provided to staff and families of students.

14.10 The District shall ensure that there are adequate numbers of gowns and gloves at every site for every bargaining unit member who needs them to do their work.

15. **Training**

15.1 The following topics about COVID-19 and how to prevent its transference shall be presented to all bargaining unit members:

15.1.1 COVID Symptoms and How it is Spread

15.1.2 Physical Distancing

15.1.3 Face Coverings and PPE

15.1.4 Hand Hygiene

15.1.5 Cleaning and Disinfection

15.1.6 Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick and vaccination leave, if applicable, workers' compensation law, local governmental

requirements, the employer's own leave policies, and leave guaranteed by contract, and this section.

15.2 Bargaining unit members will also be provided information on District COVID-19 processes and procedures including the topics below:

15.2.1 Site cleaning protocols

15.2.2 Health screening protocols and procedures

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

15.2.4 Position specific physical distancing requirements, personal protective equipment

15.2.5 Cleaning and disinfecting protocols, including proper cleaning of face shields, cleaning supplies and equipment

15.2.6 (If applicable) COVID-19 accommodations, modifications, or assistance for students with special healthcare needs or disabilities, and policies on how people who are exempted from wearing a face covering will be addressed.

15.3 The District shall provide as much reasonable advance notice as possible to all bargaining unit members of required training hours not already provided for in the CBA. Any training hours beyond site time shall be paid at the certificated hourly rate.

15.4 The District shall make all training materials, including trainer's materials, available digitally to all bargaining unit members, to assist them in using those materials with students, if they apply to students.

15.5 The District shall carbon copy all bargaining unit members on all digital communication materials that the District distributes to students and/or parents/guardians related to COVID-19, other than COVID-19 exposure notices, which are covered in section 10 above.

16. Increased workload related to increased absences / independent study contracts

16.1 Bargaining unit members shall not be required to provide curriculum / assignments / work for students that are not on their roster / caseload.

16.1.1 An exception to this may be that, at the District's discretion, bargaining unit members who are excluded from District sites due to COVID-19 or COVID-19 close contact and are provided remote work may be directed to provide curriculum / assignments / work for students that are not on their roster / caseload.

16.2 From November 1, 2021 until February 28, 2022 bargaining unit members assigned/employed outside the Independent Study Program shall be paid at the certificated hourly rate for time beyond site time, up to one hour per student (per teacher) per incident at the secondary level and up to two hours per student per

incident at the elementary level, for time spent preparing curriculum / assignments / work for students on their roster / caseload that are quarantining, isolating, or absent from school for COVID-19 related reasons. This includes materials prepared for students on short-term or long-term independent study contracts. Bargaining unit members must fill out timesheets (which the District may require for online submission) for this work. Timesheets for this work must be submitted with an attached independent study agreement form and principal signature by the twentieth of each month so that payments may be processed and paid. No timesheets for this work will be accepted after March 20th, 2022 for work done during the November 1 to February 28 timeframe listed above. The additional pay is only for additional work beyond site time, and should be entered onto timesheets rounded to the nearest quarter of an hour for work specifically created for any covid related student/s illness or covid related situation additional pay may include the smaller/incremental work time necessary for the general processing and completion of independent study paperwork. Teachers may submit the timesheet for processing after they complete the work and prior to the processing or completion of the signed Short Term Independent Study contract.

Beginning February 1, 2022, secondary teachers will need to print an AERIES Monthly Attendance Report and attach it to any COVID related timesheet for Independent Study (where the names of the students on the timesheet reflects attendance codes "N" or "I" for absence of 3 or more days).

Timesheets, the AERIES attendance report (for secondary teachers), and the Independent Study contract packet information are to be completed by bargaining unit member as part of their above referenced compensation. Timesheets or Independent Study Packets that are incomplete (or missing the AERIES Monthly Attendance Report with the correct attendance codes) will not be processed until all information is complete or submitted.

MDUSD will ensure that Independent Study contract are initiated for all covid-related absences.

No requests are to be submitted by bargaining unit members unless a student/family has requested or agreed to an Independent Study Contract. All bargaining unit members will continue to complete Independent Study Contracts when requested or arranged by or on behalf of students or families, including after February 28, 2022.

16.2.1 Bargaining unit members shall have up to two work days from initial notice to prepare this curriculum / assignments / work.

16.3 Bargaining unit members shall exercise their professional autonomy in assigning and assessing curriculum / assignments / work digitally or physically.

17. **Response to symptomatic students**

17.1 The District will follow the Cal-OSHA ETS, CDPH and Contra Costa Health Services County Department of Public Health requirements and guidelines related to symptomatic students.

18. All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting, and may be extended and/or amended with the agreement of both Parties.

19. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.

20. 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 as needed.

21. If there are changes or updates to guidances or to orders issued by the DOE, CDC, CDPH, CDE, Cal-OSHA, CCHS, or CCCOE that substantially change working conditions, and upon the request of MDEA, the Parties agree to meet as soon as possible to negotiate the impacts and effects. Within 10 work days of their knowledge of these changes or updates, the parties will agree upon the date for the first of these negotiation sessions.

22. This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.

23. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

24. Except for those provisions with an earlier expiration date, this MOU will expire on June 2, 2022 unless the parties mutually agree to extend it.

FOR THE ASSOCIATION:

Linda Ortega

Linda Ortega

Date 1/31/22
5:07pm

FOR THE DISTRICT:

Dr. John Rubio

Date 1/31/2022