

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
EAST COUNTY BARGAINING COUNCIL/ DAVID DOUGLAS EDUCATION ASSOCIATION
AND THE DAVID DOUGLAS SCHOOL DISTRICT REGARDING
EMPLOYEE WORK/INSERVICE DAYS AND THE REOPENING OF SCHOOLS IN THE
HYBRID IN-PERSON INSTRUCTION MODEL**

The East County Bargaining Council (ECBC) and the David Douglas Education Association (DDEA) and the David Douglas School District (DDSD) hereby agree to the following Memorandum of Understanding (MOU) for the purpose of setting forth the terms and conditions regarding the reopening of schools in which learning is delivered in the Hybrid In-Person Instruction model for the remainder of the 2020 - 2021 school year. In accordance with Governor Kate Brown's most recent orders, OHA/Multnomah County Health Metrics and ODE guidance under Ready Schools Safe Learners for alternative methods of delivery of instruction, the Council, Association and the District, in order to assure the safety and well-being of all students and staff, hereby agree to the following:

METRICS

1. Returning Metrics

We acknowledge that the pandemic has disproportionately impacted our BIPOC communities and special consideration will be given to using disaggregated data for BIPOC communities to make any decision to pause any in-person instruction.

DDEA and DDSD will continue to monitor case counts within the District. If cases begin to increase above the metrics given by OHA and ODE in the RSSL Guidance then there will be a pause in the current in-person instructional model to evaluate in-person instruction safety.

WORKFORCE

1. Vaccination

No licensed staff will be required to return to any model of in-person instruction prior to both doses of the COVID vaccine being available/administered to all licensed staff who want to receive the vaccine. If a staff member was unable to receive their second dose (including the two week wait period), they should contact HR immediately to provide documentation.

2. Instructional Models

DDSD shall continue to offer CDL for the remainder of the school year while also offering some form of hybrid in-person learning. DDEA and the DDSD agree to work together to discuss the appropriate delivery methods of instruction within these models.

3. Licensed Professionals

High-risk professional educators unable to receive a vaccine may go through an interactive process with Human Resources to determine an appropriate assignment.

Any member who may qualify under ADA due to increased health risk and/or is living with a household member with an increased health risk will be asked to provide medical verification, invited to an interactive meeting with the Human Resources and will be involved in a discussion of possible reasonable accommodations that could allow the member to continue to perform his/her assigned work.

COHORTS

1. Definition

Cohorting is a significant strategy to reduce COVID-19. Cohorting refers to a consistent group of students that stays together for the duration of the day.

2. Cohort Limits

DDEA and DDS D will follow the RSSL guidelines for cohort sizes and number of cohort groups for both students and staff. The District and DDEA agree to revisit the guidelines as updates occur.

While the ODE RSSL guidance does not require transportation to be counted as a cohort requirement for students during the week, DDEA and DDS D agree that students who are grouped together on a bus (ride to and from in-person instruction together) will be tracked as a group for contact tracing purposes.

All other transportation safety protocols will apply for these groups.

TRANSPORTATION

1. Plans

Transportation will be included in all infection control protocols (teams, planning, prevention, monitoring, etc). Plans will be available to DDEA in advance.

2. Universal Precautions

Universal precautions shall include:

- a. Social distancing
- b. Windows will be opened for ventilation purposes and the protocols for window opening requirements will be followed and available for review. All riders must wear a mask
- c. Busses will be stocked with hand sanitizer and extra masks
- d. Busses will be cleaned and sanitized between each route
- e. DDS D shall provide documentation that the cleaning schedule is being followed

WORKSPACE SAFETY

1. Workspace Planning/Evaluation

Each educational space will be evaluated by DDS and DDEA leadership (or designee) for capacity and air quality. Each room will be evaluated and labeled for room capacity using the RSSL distancing protocols guidance. DDS will use the air quality and airflow reports provided by the third party contractor as part of the educational space evaluation.

2. Workspace Requirements

No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols.

No professional educator will be required to work in a room without appropriate airflow, air quality and air exchanges as identified by current safety standards.- Portable HEPA air cleaners will be provided in all instructional and office spaces.

3. Workspace Use

Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met and meeting all other safety requirements. (i.e. not upholstered furniture or any other surfaces that cannot be sanitized per standards.)

TRANSITION/PROFESSIONAL DEVELOPMENT

1. Preparation

Prior to the start of in-person instruction, licensed professionals will have 2 consecutive asynchronous instructional days with time for classroom set up and instructional planning and two (2) consecutive student contact days will be converted into two (2) teacher work days prior to returning to hybrid learning.

2. Professional Development

Prior to beginning any in-person instruction, DDS will provide specific Professional Development to educators scheduled to provide in-person instruction, so that those educators can learn safety protocols and processes.

Professional development will include student expectations for safety protocols and procedures for reporting unsafe practices. Licensed professionals will be informed of their designated RSSL point person and their right to report safety concerns to the point person directly, the district established reporting system ([link](#)), or to OSHA ([link](#)).

WORKDAY

1. Instructional Day -

DDEA and DDS D agree to work together to discuss and plan the instructional schedule.

PLANNING/TEAMS

1. Teams

To ensure a safe return:

- a. DDS D and school-based planning committees shall include at least one (1) DDEA representative selected by the DDEA leadership.
- b. School-based plans (including space use, movement flow, schedules, cleaning protocols, and monitoring & reporting procedures) will be developed and available to DDEA in advance (see individual building blueprints).

2. School-Based Point Person

Each school shall designate a single point-person to establish, implement, support and enforce all protocols as set forth in this MOU and RSSL, including face coverings and physical distancing requirements. This role should be known to all staff in the building with consistent ways for professional educators to access and voice concerns or needs.

3. Monitoring & Reporting

DDS D shall create a simple process that allows for named and anonymous sharing of concerns that can be reviewed on a daily and weekly basis by the designated RSSL building point-person. Responses and resolutions to concerns shall be in written communication.

UNIVERSAL SAFETY PRECAUTIONS

1. Safety

To ensure the safety of students and staff:

- a. DDS D shall provide sufficient hand sanitizer and disinfecting wipes inside each classroom being used for cohorts.
- b. DDS D shall provide sufficient face coverings for staff and students and make them available at easily identified stations within the worksite.
- c. DDS D shall provide sufficient gloves, gowns, head coverings, and face shields for staff who are in programs that place them at increased risk, upon request.
- d. Each classroom will post a maximum capacity sign on the door.
- e. DDS D shall require all students and staff to wear face coverings unless an ADA accommodation requires otherwise. Licensed professionals working with students with

ADA accommodations shall be provided masks that meet standards equivalent to masks designated as N95, face shields, protective garments, and gloves, upon request.

- f. All workspaces will be regularly cleaned and sanitized by custodial staff. DDS D shall provide documentation that the cleaning schedule is being followed, upon request.
- g. Each common space within the worksite shall display signage to promote social distancing and proper hygiene, with instructions, to ensure safe use of the space.
- h. Each school shall create a dedicated quarantine area, separate from the nurse's station within the worksite.
- i. Students not adhering to safety guidelines and values-based refusal by a student to wear a mask may result in CDL for that student per ODE RSSL guidance. DDEA and DDS D will develop a decision making tool to guide this process.

HEALTH CENTER/ROOMS

1. School-Based Health Center/Rooms

Every school shall have a licensed nurse or nurse's aide, health assistant, or school based point person, or designee present during school hours to provide the following services:

- a. Assist in screening of each student entering the worksite and visually screen for symptoms of COVID-19, including unusual coloring, fatigue, coughing, and shortness of breath
- b. Supervise a symptom space (quarantine area) for students who exhibit COVID-19 symptoms after arriving to school
- c. Maintain a contact tracing system - Contact tracing protocols of all individuals working within a building site will be utilized each day as directed by OHA and the county health authority.
- d. Communicate with staff any health risks or updates

ISOLATION AND QUARANTINE COVID-19 SICK LEAVE

1. Notification

As directed by OHA and the LPHA (local public health authority), DDS D will notify professional educators of any confirmed case of COVID-19 within that building within 24 hours of notification by the county health authority. Notification shall include identification of the steps that have been taken/will be taken to sanitize the area before staff are allowed to report back to the area.

2. Paid Leaves

DDS D will provide leaves according to the collective bargaining agreement and state and federal laws. In the event the exposure to COVID-19 is contact traced back to the District as described in the ODE document Planning and Responding to COVID-19 Scenarios in Schools, DDS D shall provide, paid leave for the first 10 days of quarantine, isolation or treatment from a COVID sick

leave bank established from federal and state COVID relief fund money. If the licensed professional is able, they will continue CDL while in quarantine.

3. Workers' Compensation

An employee who believes they have contracted or were exposed to coronavirus or COVID 19 on the job and who has sought treatment or medical advice for an exposure or a condition the employees believe resulted from exposure shall submit a completed 801 form to the District's Worker's Compensation Carrier, SAIF. A copy of the form can be obtained from the lead secretary in each school office or from the HR Department.

GENERAL AGREEMENTS

1. Timelines and Guidelines

Prior to any return to in-person learning instruction, DDEA and DDSB will mutually agree upon staggered start dates and instructional models for all levels. DDSB and DDEA agree to follow the guidelines put forth by the Governor, ODE and the local health authorities, unless otherwise noted in this document.

2. Use of DDEA Classroom Safety Checklist

DDEA and DDSB agree to use school blueprints and the DDEA Classroom Safety Checklist to help monitor the adherence to the safety requirements while providing in person instruction.

3. Duration of Agreement

This agreement shall be for the duration of the 2020-2021 school year and shall not set precedent.