

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
EAST COUNTY BARGAINING COUNCIL/ DAVID DOUGLAS EDUCATION ASSOCIATION
AND THE DAVID DOUGLAS SCHOOL DISTRICT REGARDING
THE REOPENING OF SCHOOLS FOR THE 2021-22 SCHOOL YEAR**

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 2021 - 2022 school year. 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:

WORKFORCE

1. Instructional Models

DDSD will be opening schools for full-time in-person instruction for the 2021-22 school year. DDEA and the DDSD agree to work together to discuss the appropriate delivery methods of instruction, to include: full-time in-person, quarantine, hybrid, CDL. DDSD and DDEA have collaborated on applicable plans and checklists and will communicate those with staff.

2. Vaccinations for Licensed Professionals

Per Governor Brown's order, all licensed professionals will be required to be fully vaccinated by October 18, 2021. DDSD will follow the directives of OHA for any member who may qualify for a medical and/or religious exception.

COHORTS

1. Definition

Cohorting is a significant strategy to reduce COVID-19. Cohorting refers to a consistent group of students that stays together for a portion of the day. Cohorting will be based on student schedules, grade level and attendance. Each class is a separate cohort. The District will be required to do contact tracing for each class/cohort.

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 to the greatest extent possible

- b. Windows will be opened for ventilation purposes and the protocols for window opening requirements will be followed
- c. All riders must wear a mask
- d. Busses will be stocked with hand sanitizer and extra masks
- e. Busses will be cleaned and sanitized between each route
- f. Drivers will require assigned seating and daily attendance will be recorded on each bus for daily contact tracing

WORKSPACE SAFETY

1. Air Quality

DDSD will check HVAC filters every month and will replace them every three to six months. The air purifier/HEPA filters will be checked every three months and replaced at least every six months.

2. Universal Safety Precautions

To ensure the safety of students and staff:

- a. DDSD shall provide sufficient hand sanitizer and disinfecting wipes inside each classroom being used for cohorts.
- b. DDSD shall provide masks for staff and students and make them available at easily identified stations within the worksite. DDSD will provide N95 or equivalent to masks designated as N95 to staff who request them.
- c. DDSD 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. DDSD shall require all students and staff to wear masks 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.
- e. MECP staff serving preschool aged children at a non-district site, and preschool educators working within District sites, shall be provided masks that meet the standards equivalent to masks designated as N95.
- f. All workspaces will be regularly cleaned and sanitized by custodial staff. DDSD 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. DDSD will follow quarantining requirements from the Communicable Disease Team (Multnomah County Health Department and MESD) to isolate all known, presumptive and exposure cases.
- j. Students not adhering to safety guidelines and values-based refusal by a student to wear a mask should be directed to an administrator. This does not apply to students who have an allowable ADA accommodation.

3. Monitoring & Reporting

DDSD shall continue to use the Safety Input Form that allows for named and anonymous sharing of concerns that can be reviewed on a daily and weekly basis by the district point-person. Responses and resolutions to concerns shall be in written communication.

TRANSITION

1. Preparation

In the event that an entire classroom is required to transition into a CDL format, there will be two days of transition/planning provided. During this time, the students will learn asynchronously.

2. Instructional Day

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

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 (Building Administrator), 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), DDSD will notify professional educators of any confirmed case of COVID-19 created from a direct exposure within that building within 24 hours of being notified by the county health authority.

2. Paid Leaves

DDSD 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,

DDSD shall provide paid leave for the first 10 days of quarantine. If the licensed professional is able, they will continue teaching remotely 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. DDEA and DDSD agree to use the Safe Return to In-Person Instruction and Continuity of Services Plan – 8-12-21

2. Duration of Agreement

This agreement shall be for the duration of the 2021-2022 school year and shall not set precedent.

DocuSigned by:
Stephanie Myhre 9/8/2021
DDEA President

DocuSigned by:
Ken Richardson 9/8/2021
DDSD Superintendent

DocuSigned by:
Hy-M Had 9/8/2021
ECBC President