

Memorandum of Understanding Between the Oakridge School District and the Oakridge Teacher's Association on Comprehensive Distance Learning and Hybrid Learning

December 16, 2020

The Oakridge School District (OSD) and the Oakridge Teacher's Association (OTA) hereby agree to the following Memorandum of Understanding (MOU) for the purpose of setting forth the terms and conditions regarding the delivery of Comprehensive Distance Learning (CDL) and Blended Hybrid Learning.

Article 5 Employee Rights

1. The District shall follow health and safety guidance from the Oregon Department of Education and the Oregon Health Authority as presented in the Ready Schools, Safe Learners Blueprint for reopening schools.

2. Per guidance current, required PPE will be provided for school staff. Staff providing their own face coverings will ensure they are within OHA guidelines for safety.

Facial Coverings are not synonymous with facemasks.

Face Shields:

Face shields are required and will be provided for:

- Specialists (i.e. OT, SLP, PT, etc).
- Facial coverings are required at all times and will be provided for all staff. If a staff member requires an accommodation for the face covering or face shield requirements, districts and schools should work to limit the staff member's proximity to students and staff to the extent possible to minimize the possibility of exposure.

3. The District shall follow health and safety guidance from the Oregon Department of Education and the Oregon Health Authority as presented in the Ready Schools, Safe Learners Blueprint for reopening schools. Teachers will clean commonly touched surfaces, materials, and equipment in their classroom during the school day. Custodial staff will disinfect common areas throughout the day and will disinfect classrooms before or after school and as situations arise. The checkoff sheet shall list the date and time the room was sanitized, who sanitized the room, and what was completed.

4. **Cleaning/Disinfection/Safety:** All teacher cleaning will occur during regular instruction, not during teacher-directed preparation times. Teachers shall, clean, sanitize, and disinfect frequently touched surfaces within their classroom including; door handles, sink handles, drinking fountains, and shared objects (e.g., toys, games, art supplies) between uses multiple times per day.

The teacher will ensure students must wash hands before and after using playground equipment.

Teacher directed recess activities will be planned to support physical distancing and maintain stable cohorts. This can include limiting the number of students on one piece of equipment, at one game, etc.

Teachers will set expectations for shared use of equipment by students and teach physical distancing and co-horting related to the use of the playground/equipment.

Teachers' compliance with OSD policies and mandatory reporting requirements pursuant to state law remain in full effect. (Agreement)

Article 9: Employee Evaluation

5. The following requirements associated with Educator Effectiveness, as outlined in statute and rule, remain in place for the 2020-21 school year.

- Probationary teachers and contract * teachers must be evaluated, as required by state law. ORS 342.850 requires that probationary teachers are evaluated annually and that evaluations be “...based upon at least two observations and other relevant information developed by the district.”
- All educators set two Student Learning and Growth Goals, and one Professional Growth Goal. For the 2020-21 SY ODE is offering flexibility on the content of SLG goals. Goals for both teachers and administrators can emphasize engagement and social, emotional and behavioral health rather than purely academic measures.
- Complete educator observations, feedback and evidence collection in support of professional practices throughout the school year taking into account data gathered from multiple measures: professional practice, professional responsibilities, and goals that impact student learning and growth.
- Hold end of year conferences with educators to discuss progress, but not ratings. *Districts are required to evaluate educators who are “on cycle” for the 2020-21 school year. This includes conducting self-assessments, setting goals and reviewing educator progress.

6. In keeping with its commitment to the primary purpose of evaluation, ODE will not require the submission of final effectiveness ratings within the Principal and Teacher Evaluation Data Collection for 2019-20 and 2020-21. However, the data collection will open as scheduled in September, for school districts that wish to submit data.

Article 11: Calendar and Workday

7. Current building schedules will be aligned with a District schedule framework and attached to this document to ensure that the daily preparation time will meet or exceed the CBA requirements. [As long as preparation times are met according to the CBA the district needs only to notify OTA of the changes in schedule].

Article 12: Working Conditions

8. Teachers will continue to deliver CDL from home until the District determines that LIPI or Hybrid instruction will begin or expand for their assigned students, in accordance with applicable Health Authorities and/or ODE guidance. Teachers will be given one business day notice to report on-site.

9. If a bargaining unit member is exposed to or contracts COVID 19 while on district property, as determined by the county health authority, such that the employee is quarantined, the employee may use, in accordance with medical directives, FFCRA leave (up to 10 days of full pay). The District will extend the same benefit under the same terms, in accordance with FFCRA rules, in case quarantine is ordered during Jan.1-June 30, 2021, even if the FFCRA is no longer in effect.

10. Special Education teachers will continue to lead all IEP, 504, SDI/Instructional Team meetings at the building level, while other bargaining unit members may attend virtually as long as they are performing teaching tasks from home. Teachers attending off site will be required to wear a headphone with microphone for the meeting and must affirm at the beginning of the meeting they are in a location that is private and away from any other people in the household.

11. Teachers may voluntarily request flexible work hours with the Superintendent to accommodate working with

parents and other district staff.

12. The Superintendent will continue with a weekly open meeting schedule. This is a space for staff to share concerns and ask questions related to any issue including health and safety questions. In addition, concerns may be presented to building principals.

Article 13: Committees/Professional Development/Curriculum

13. Health Training Requirements:

Review the Operational Blueprint for Reentry with all staff.

Train all staff on updated protocols, policies, and guidelines to adhere to physical distancing requirements and recommendations outlined in this guidance and the Operational Blueprint for Reentry.

- Provide ongoing training to staff on new building procedures, cleaning protocols, and COVID 19 safety requirements.
- Train all staff on how to access ODE/OHA updates and review requirements.
- Educate all school personnel to know and recognize the most likely symptoms of COVID-19 and how to protect students and staff from transmissions.
- Train staff on confidentiality requirements under FERPA, HIPAA, and local policy regarding student and staff health information, including a COVID-19 diagnosis

Article 16: Paid Leaves

14. Employees are required to place their absence in Frontline (AESOP) as soon as they are aware they will be absent from work. The District problem solves if a sub is not assigned.

OTHER:

15. This Memorandum shall expire on June 30th, 2021 and shall not set precedent for any future action.

16. During this time period, this Memorandum of Understanding (MOU) may be reopened by either party for renegotiation upon any of the following:

- Executive Orders or ODE rules are issued that conflict with or modify the terms of this MOA.
- The State issues mandatory regulations or statutes that contradict or modify the terms of this MOU.
- Any other binding direction, such as a court decision, that invalidates or prohibits one or more parts of this MOU.

For the District:

Rita Diland 1/12/2021
Date

For the Association:

Jim Suban 27 Jan. '21
Date

School Board Chair

Date