

Memorandum of Agreement

This agreement is between the Ashland School District (District) and the Ashland Education (Association), together, “the parties.” The existing collective bargaining agreement remains in full effect, except as modified by this MOA.

Duration: At this time the anticipated duration of this document is August 23, 2021 thru June 30, 2022. This MOA may be extended upon mutual agreement of the parties.

This Memorandum of Agreement (MOA) may be reopened for renegotiation upon any of the following:

- a. Executive Orders or rules are issued that conflict with or modify the terms of this MOA.
 - b. The State issues mandatory regulations or statutes that contradict or modify the terms of this MOA.
- 1) **Health & Safety**
- a) All bargaining unit members are responsible for immediately reporting a positive Covid-19 test to the school nurse and are prohibited from entering District property until they are symptom free, have received a negative test, and are cleared to return by District nursing staff.
 - b) The District will follow all ODE/OHA requirements in decisions for face-to-face instruction.
 - c) The District shall provide the Association President the information from the weekly report that is submitted to ODE that outlines each school’s COVID status.
 - d) In the event a school or classroom is moved to CDL or closed due to an exposure or confirmed case of COVID, the Safe Return to In-Person Instruction and Continuity of Services Plan will be followed for reopening.
 - e) The District has convened a COVID Safety Committee including certified and classified staff to advise the District on safety issues as they arise. Notes from these meetings will be made available to the Association President upon request.
 - f) When required, all students and staff will wear masks that cover their mouth and nose and are fitted to their face. The District shall provide masks as needed for students and staff. Student refusal to wear appropriate face coverings for values-based reasons will have the student’s educational needs met through Comprehensive Distance Learning.
 - g) The District will provide sufficient next level PPE (such as gowns, gloves, face shields) for all staff in roles which require the additional protection.

- h) The District will notify all directly exposed staff and the Association President of a case within a school and provide the steps that have been taken/will be taken to sanitize the area before bargaining unit members are allowed to report to that room. The District will sanitize the areas before bargaining unit members are allowed to report to those spaces following an identified COVID case. District nursing staff will directly notify all staff that meet the Local Health Authority's (LHA) criteria for exposure to a confirmed positive case of COVID-19. COVID-19 active case rates will be publicly available weekly.
- i) The District will provide ongoing training and will provide written documentation to all educators on health and safety protocols. As safety protocols change, certified employees will be provided with training and written documentation on how to implement the new/updated protocols.
- j) The District will have an established protocol for moving a student from in-person instruction to Ashland Connect K-8 or Grizzly Online 9-12 if they are unable to or demonstrate refusal to consistently abide by standards for masking, social distancing, and safety guidelines set forth by the District and/or ODE.
- k) The District shall provide sufficient daily amounts of hand sanitizer, hand washing-stations, and disinfecting wipes provided at worksites for staff and students. If a shortage occurs and a site is unable to resupply before the end of the day, the site will immediately close and move to a distance learning model until supplies are sufficiently replenished.
- l) The District will provide adequate ventilation, and filtration where appropriate, for all indoor workspaces.
- m) The principal or a designee is tasked with implementing RSSL health and safety protocols. Any designee will be made known to staff. Random safety inspections will be conducted by appropriate personnel at every school with reports made to the site administrator and District COVID Safety Committee.
- n) Building sanitation logs will be kept and made available when requested.
- o) The ODE Ready School Safe Learners Resiliency Framework and the Safe Return to In-Person Instruction and Continuity of Services Plan, or other relevant ODE requirement, will be posted on the District website. There is a place on the district website to report concerns or suggestions that will go to the site administrator for response and the District COVID Safety Committee for review. Reports can be made anonymously.

- p) Each common space within the worksite shall display COVID safety signage with instructions, to ensure safe use of the space.
- q) Unless or until ODE or LHA guidance changes, a minimum of three feet of physical distance will be maintained between students to the maximum extent possible. When masks cannot be worn, such as during lunch, six feet of distance will be maintained between students to the maximum extent possible.

2) **Leaves and Accommodations**

- a) The District will comply with all leave provisions of the current collective bargaining agreement. Bargaining unit members may be eligible for additional leave benefits under state or federal law.
- b) The District will comply with all applicable federal and state mandates for paid leave that do not deduct from bargaining unit members' accrued leaves.
- c) The District will provide up to a total of six paid leave days in the year to be used for absences related to COVID-19.
- d) Members who have a child(ren) who are exposed at or outside of school, the child(ren) are required to quarantine, and the member has to stay home with the child(ren), will work home from if possible. If the site administrator or the member determines it is not possible, they may use their accumulated sick leave if their child(ren) are ill and/or required to quarantine.
- e) If a member has exhausted all accrued leaves, the District will meet with the member to discuss possible leave solutions.

3) **Student & Teacher Quarantines**

- a) Bargaining unit members will be required to maintain Canvas for students while students are quarantined.
- b) The District will provide students and teachers with technology if needed to use while they are quarantined.
- c) If one or more students in a class are quarantined for COVID 19, but not the entire class, teachers will provide students with work through Canvas. Teachers will not be required to live stream their teaching with students who are quarantined while teaching the rest of the class that is in person, but they may choose to do so.
- d) If an entire class is quarantined but the teacher is not, through the use of a video

conferencing platform, teachers will provide access to live direct instruction. Elementary teachers and self-contained middle and high school teachers will be required to live stream instruction in reading, math, and writing. Elementary PE and Music teachers will live stream their class during the time in which the quarantined class is scheduled to have PE or Music. At the middle and high school level, teachers will provide live direct instruction with their quarantined class(es) during the time scheduled for that class period.

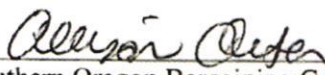
- e) If a member's entire class is quarantined, they will revert to a CDL instructional model and may work from home through the duration of the quarantine. If needed, the District will transport materials and technology to the member.
- f) If a member is required to quarantine but their students are not, the member will be able to work from home and livestream if they have the capacity to do so into the classroom, dependent on staff availability to provide classroom supervision.

4) Extra Duties & Workload

- a) Given that classes or schools may move between CDL and on-site learning throughout the year, teachers will keep two days of asynchronous learning prepared for students to be used when a class or school moves to CDL. Teachers will use the two asynchronous learning days to plan for any transition to CDL. The parties will problem solve working conditions around CDL as they arise.
- b) Other than periodically sanitizing personal and shared surfaces teachers will not be required to perform cleaning or custodial duties outside of those they provide in a normal classroom environment.
- c) The District will establish, communicate and enforce safe drop off and pick up protocols (including for students who are dropped off too early or not picked up on time) based on ODE and local health authority safety recommendations at all sites. Symptomatic students will wait in isolation or outdoors until they can be picked up.
- d) Models of instruction are subject to ongoing review and open feedback channels among teachers, administrators, and appropriate site leadership committees. If there are concerns with components of a model, creative solutions will be explored, and necessary adjustments made to support students and staff through the COVID/leadership committees.
- e) Teachers and students may be housed at sites other than their normally assigned site.

f) Once a schedule has been initiated, if changes need to be made site COVID/Leadership Committees will work collaboratively on changes that meet the needs of students, families and teachers.

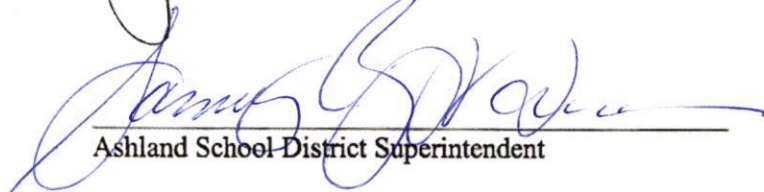
g) In-person student contact time will be as consistent as possible by role at each level: elementary, middle school, and high school.


Southern Oregon Bargaining Council

9/13/21
Date


Ashland Education Association

9/29/21
Date


Ashland School District Superintendent

10/1/21
Date


Ashland School Board

9/30/21
Date