

Fall 2020 Memorandum of Agreement

Conditions under Comprehensive Distance Learning (CDL) Instructional Model

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 24, 2020 thru June 30, 2021 or until the District moves into a hybrid instructional model. 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.

The District and the Association together recognize the impact the COVID-19 crisis has on students and parents we serve, the educators who work with students every day, and the greater community. The parties agree that the school year will begin using a Comprehensive Distance Learning model for grades K-12 and transitioning to some form of in-person education as determined by the Superintendent in consultation with the Board of Directors when permitted by ODE, OHA and the Governor’s Office.

1. Health & Safety

- a. The District will follow all ODE/OHA metrics in decisions for face to face instruction.
- b. The District will follow all guidance in the ODE Ready School Safe Learners, Comprehensive Distance Learning, and Blueprints for each school in the District.
- c. While in CDL only instruction, professional educators may voluntarily request to work remotely by agreeing to the requirements in the “Staff Flexibility to Work from Home” guidelines.
- d. Educators regularly working on-campus shall have daily access to an assigned workspace, preferably a classroom, for conducting online instruction/student support. Educators who choose to teach from their classrooms will be responsible for disinfecting their classroom/workspace. While in classrooms/offices, unit members will follow the District’s Blueprint safety protocols.
- e. 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.
- f. In the event a school is closed due to an exposure or confirmed case of COVID, school blueprints will be followed for reopening.

- g. 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.

2. **During Comprehensive Distance Learning:**

- a. Professional educators and building administrators may from time to time agree on flexible work hours to accommodate working with parents and other district staff. Such agreements must be in writing or email and must be pre-approved. For example: flexing hours from 8 to 9 am to 6 to 7 pm for parent contacts.
- b. Educators should not be using their personal phone number to contact students or parents.
- c. The District and Association shall collaborate and problem solve at the site level when issues with working conditions under CDL arise.

3. **Limited In-Person Instruction**

- a. In-person limited instruction and assessments shall occur only when all protocols outlined in the ODE Ready School Safe Learners Guidance and Blueprints are in place.
- b. The District will solicit qualified volunteers to provide Limited In-Person Instruction. Volunteers will be assigned based on certification and area of need. Only when there are not enough qualified volunteers will other educators be assigned to provide Limited In-Person Instruction. The District will examine all other options before members who are high-risk are assigned to provide Limited In-Person Instruction.
- c. All students and staff will wear masks that cover their mouth and nose and are fitted to their face. The District shall provide back-up masks as needed for students and staff. The District will provide sufficient next level PPE (such as gowns, gloves, face shields) for all staff in roles which require the additional protection (ex. SPED, elementary).
- d. All employees and students will be given a symptom check and contact tracing documentation upon arrival as per ODE guidelines. Certified employees will only be responsible for symptom checking and providing contact tracing documents to students in their own classes.
- e. If any COVID case occurs within a school community during Limited-in-Person instruction, the District will consult with the Local Health Authority to determine next steps. Instruction can continue with LHA (Local Health Authority) and District nurse approval.

- f. The District shall provide the Association President notification when a Limited-in-Person site is closed down due to an active COVID case in that school community.
- g. 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 used for Limited-in-Person instruction before bargaining unit members are allowed to report to those spaces following an identified COVID case.
- h. The District nurse will directly notify all staff (that meet the Local Health Authority's (LHA) criteria for exposure), that have been exposed to a confirmed positive case of COVID. All staff and the Association President will be notified that there was a confirmed case on campus. All exposed work areas will be cleaned and sanitized before bargaining unit members are allowed to report to those areas. The District will sanitize the areas used for Limited-in-Person instruction before bargaining unit members are allowed to report to those spaces following an identified COVID case on that campus.
- i. The District will provide ongoing training and will provide written documentation to all educators involved on health and safety protocols prior to beginning limited in-person instruction. As safety protocols change, certified employees will be provided with training and written documentation on how to implement the new/updated protocols.
- j. If a staff member involved in Limited in Person education exhausts all paid leave (COVID, personal, sick, & family sick), and provides medical verification that they are still unable to return to work, the staff member may request additional paid administrative leave.

4. 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. After all other options have been examined, such as job shares, leaves of absence, EA supported learning, online only options, and/or any other creative solutions, members who resign their position due to COVID-related reasons will be given first consideration when applying for open positions within the District during the 2021-2022 school year.
- c. The District will make reasonable efforts to train qualified substitutes on the District's

online platform. When an educator uses sick or personal leave, the district will make reasonable attempts to obtain a qualified substitute. Substitutes will have limited access to the District's online platform to utilize for student instruction.

- d. Any member with a chronic condition that has been deemed high-risk for serious complications from COVID shall be able to request a reasonable accommodation as outlined by the American's with Disabilities Act (ADA). As of the drafting of this MOA, the conditions listed below would qualify, however the District and Association recognize that the list may change over the life of this agreement. The most up to date OHA guidance will be considered. When members request an (ADA) accommodations meeting, the District will inform them that they may be accompanied by an Association representative.

1. Chronic lung disease or moderate to severe asthma
2. Cancer
3. COPD (chronic obstructive pulmonary disease)
4. Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromising conditions, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
6. Immunocompromised state (weakened immune system) from solid organ transplant
7. Obesity (body mass index [BMI] of 30 or higher)
8. Type 2 diabetes mellitus
9. Chronic kidney disease undergoing dialysis
10. Liver disease
11. Sickle cell disease

- e. If a member contracts COVID-19, the following will apply:

The member will receive up to ten days of paid sick leave through the FFCRA that is not deducted from their accumulated sick leave. If the member exhausts all other paid leave and is still not able to return, the District will consider providing members with additional paid administrative leave.

5. Professional Development & Support

- a. The District will provide ongoing and relevant PD to support and educate teachers that will include how best to teach remotely, build relationships through distance learning, and consider multi-cultural, racial, and the economic impact of COVID-19.
- b. The District will provide curriculum and supplemental resources for educators upon request.

- c. The District will provide professional development specifically relevant to non-classroom educators (e.g. School Psychologists, and SLPs) as described in the attached Special Education Appendix.
- d. When schools are reopened, the District will provide:
 - i. Professional development during contracted time on reopening and safety protocols for all staff.
 - ii. Collaboration time to develop a comprehensive online/hybrid learning plan across grade levels.
 - iii. Educators will be offered one asynchronous student learning day to prepare for in building instruction, with eight hours of comp time to prepare for a hybrid model if applicable or prep time if non-applicable in lieu of a June 23rd contracted day. Preliminary safety training will be provided on the Wednesday afternoons in the two weeks before the asynchronous student learning day, with up to an additional 60-90 minutes of training provided on the asynchronous day.
 - iv. Educators with unique needs, such as those involved in SPED, can reach out to their administrator for differentiated professional development.

6. Mis-Assignments and Re-assignments

- a. When the District is considering an involuntary transfer to a “mis-assignment” to fill an open position, they shall consider the TSPC “satisfactory” steps in totality. Any qualified volunteers will be considered before involuntary transfers are placed into a mis-assignment.
- b. The District will follow TSPC guidance to ensure any educator transferred into a “mis-assignment” shall have access to District provided professional development and curriculum for their new assignment.
- c. At the request of the professional educator, the mentor support provided to new hires will be provided by the District.
- d. Professional educators holding a mis-assignment position shall work with site administration for additional supports as needed.
- e. Where school scheduling needs allow, teachers who are mis-assigned or reassigned will be returned to the subject areas they held during the 2019-2020 school year.

7. Teacher Prep Time

- a. Teachers will have prep time equal to or exceeding that required by the CBA.

8. Additional Duties & Workload

- a. During the 2020-2021 school year, student contact minutes will not exceed those outlined in the CBA.
- 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.

9. Extra Duty Contracts

- a. Extra duty contracts will be pro-rated based on the percentage of the season or work completed.
- b. Athletics contracts will be awarded and paid per season based on ability to engage athletes within COVID and OSAA guidelines as approved by the Director of Athletics and Activities.
- c. Activities contracts will be awarded if a plan is submitted by the contractor to effectively engage students through a distance model and approved by administration.
- d. If an activity or season is cancelled but members have completed any work for that activity or season, they will receive a prorated stipend that is no less than 10% of their stipend.

10. Childcare

- a. In a Distance Learning only model, the District will give teachers the option of working from home or in their classrooms provided they can do so effectively based on the criteria in the Work from Home Plan.
- b. If no other childcare options are available, the District will allow qualifying teachers to use FFCRA childcare leave intermittently on the days their children cannot attend in-person instruction.
- c. The District shall allow employees to use their accumulated leaves to pay the 1/3 that is not covered by the FFCRA.
- d. If the FFCRA is not extended past December 31, 2020 and educators continue to have no other childcare options available, the District shall work with the member to identify creative solutions, including considering to grant leave to educators.


11. **Evaluation**

The District recognizes that distance learning is a new method of instruction for many of our professional educators. For that reason, professional educators are expected to do their best in the delivery and planning of distance learning.

- a. The District and the Association have collaborated on a delayed timeline for the evaluation cycle, and on communication for educators and administrators.
- b. The District and the Association have collaborated to identify priority standards guidance for administrators and educators as they work through the evaluation process this year.
- c. Educators on a Plan of Assistance can plan to meet with their administrator to discuss their goals for this year and how they may shift in Distance Learning. Educators may be accompanied by an Association representative.
- d. In accordance with ODE guidance, end of year conferences will be held with educators to discuss progress but no final 1 through 4 ratings will be given.

12. **Special Education**

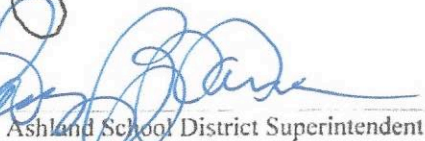
The District and the Association recognize the need for supports, training, and PPE specific to Special Education instructors and have worked together to create the attached Special Education Appendix. The District will continue to collaborate with SPED teachers to resolve issues as they arise.


Southern Oregon Bargaining Council

12/14/20
Date


Ashland Education Association

12/17/2020
Date


Ashland School District Superintendent

12/21/2020
Date


Ashland School Board

1/6/2021
Date