

DRAFT 2021 Comprehensive Distance Learning/Hybrid Memorandum of Understanding

This agreement is between the Corbett School District (CSD or “District”) and the Corbett Education Association (CEA or “Association”). The existing collective bargaining agreement remains in full effect. The duration of this MOU is for the remainder of the 2020-21 school year. The District and the Association together recognize the impact of COVID-19 crisis has on students and the parents we serve, the educators who work with students every day, and the greater community. The parties agree that the school year began using Comprehensive Distance Learning (CDL) and has moved to include a Limited in Person Instructional (LIPI) model, and, when conditions allow, transitions to some form of on-site and/or on-site Hybrid or In-Person Learning model per this agreement.

A professional educator may be assigned by the District to conduct Hybrid or In-person instruction when they have been fully immunized. This means staff has been provided access to recommended vaccines with time for the dose(s) to take full effect.

COMPREHENSIVE DISTANCE LEARNING/HYBRID LEARNING WORKLOAD

Workload mitigation for hybrid employees.

- **Reasons for mitigation** - Educators will likely be expected to teach and perform both on-site and online duties. The nature of such work may lead to workload increases and imbalances for educators.
- **Agreement Language** -
 - **Elementary Educators** - Elementary general education classroom teachers may not be required to teach in both a hybrid and CDL instructional model at the same time. This includes providing lesson plans or direct instruction for CDL learners. If educators choose to teach both hybrid and CDL simultaneously, they may work out individual schedules with their administrator. Preparation time will remain the same as previously agreed upon according to the CEA’s collective bargaining agreement.
 - **Secondary Educators** - Secondary educators’ on-line instruction day will be shortened in order to accommodate on-site Social/Emotional Learning (SEL) instruction. CDL and SEL instruction schedules will vary based on what is developed through agreement between administrators and educators. Preparation times remain the same as previously agreed upon according to CEA’s collective bargaining agreement.
- **Classroom Cleaning Protocols** -
 - **Reasons for specifying protocols:** Classrooms will need additional, thorough cleaning. This will also lead to workload increases for educators.
 - **Agreement language** - Professional educators have full access to classrooms or offices for conducting online, LIPI, and Hybrid student instruction. Educators who work in their classroom will be responsible for cleaning the touchpoints they come into contact with while in their classrooms. Supplies for cleaning will be provided by the District. Licensed staff will not be required to perform additional

custodial duties. All staff who choose to work from their classroom during CDL or are assigned to work in their classroom under Hybrid learning will follow all building guidelines as established by the building reopening plan and training provided on these guidelines to all staff.

- **Preparation for transition from CDL to in-person instruction.**
 - **Reasons for specifying preparation time** - It will take time and special training for educators to be ready to provide safe in-person instruction.
 - **Agreement Language** - The District shall convert two (2) student contact days to be non-student contact days for staff who are required to transition from CDL to in-person instruction in order for professional educators to prepare their classroom for in building instruction. These two days must contain required safety training.
- **CDL and hybrid In-person requirements and conditions.**
 - **Reasons for specifying where CDL and hybrid learning will take place.** CSD has delivered CDL since March of 2020. CDL systems are in place and educators have arranged their schedules based on CDL. Transitioning to Hybrid Learning model should be clearly delineated between CDL and in-person instruction.
 - **Agreement Language** - When the instructional model transitions to Hybrid Learning, educators will be expected to work in the building unless they are an individual with a health condition that does not allow them to report to the building as certified by a medical provider OR unless individual circumstances allow for an educator to better serve our students from home based on an agreement made between the individual educator and administration. In the case of Middle School safety concerns, educators teaching via Zoom may continue to teach off-site. During the portion of the day when students are on campus, Middle School educators will instruct students in-person.

ON-SITE WORKING CONDITIONS/SAFETY

Working Conditions/Safety Requirement Reasoning:

- It is understood that these safety precautions are outlined in the CSD Blueprint based on OHA and ODE's Ready School Safe Learners guidelines and may be redundant. They are in the MOU to reiterate to Members and Administration that we agree on these important health and safety requirements.

Agreement Language:

- When the instructional model transitions to Hybrid Learning, the District will implement the established safety and cleaning protocols between student cohort groups as required by the OHA and ODE's *Ready School Safe Learners* guidance document. The following health and safety protocols will be used:
 - **PPE** - Provide appropriate "workplace provisions" of PPE as established by the CSD blueprints/reopening plan, which will include KN95 face coverings for staff who request them, handwashing stations, hand sanitizer, sanitizing wipes, and

other cleaning materials as applicable. CSD shall provide sufficient face covering for staff and students and make them available at easily identified stations throughout the worksite.

- **Sanitizer** - CSD shall provide sufficient hand sanitizer and disinfecting wipes inside each classroom being used for cohorts.
- **Additional Protection Equipment** - CSD shall provide sufficient gloves, gowns, head coverings, and face shields for staff who are in programs that place them at increased risk as determined by the District. For instance, educators who are required to be in close contact with students (example, those educators who provide toileting and feeding services) upon request by the educator.
- **Quarantine Area** - CSD shall create a dedicated quarantine area, separate from the nurse's station, within the worksite.
- **Screening for Symptoms** - The District is planning on screening students prior to students entering classrooms. That said, if an educator visually notices symptoms of COVID-19, including fatigue, coughing, and shortness of breath, they shall direct students suffering from such symptoms to a designated quarantine area and the building administrator will be notified.
- **Contact Tracing** - 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.
- **Square Footage Requirements** - For each classroom within the worksite, CSD shall provide a minimum of square footage per occupant based on ODE and OHA guidance. Sufficient space shall also be provided for entries, aisles, sinks, and sanitizing stations, also per ODE and OHA guidance. Desks and chairs shall be provided for each employee assigned to work in the classroom.
- **Ventilation** - Rooms within the worksite shall be properly ventilated. For rooms with operable windows, windows may remain opened when the room is occupied by more than one person, even in winter. For each room without operable windows and without ventilation systems able to provide outside air flow, HEPA unit filters shall be provided. Each worksite shall use the maximum-manufacturer recommended filtration efficiencies and shall be checked quarterly and changed as needed. HVAC systems shall be controlled to maximize outside air and buildings will be flushed before and after occupancy.
- **Work Assignments to Members at High Risk** - Any member who may qualify under the American Disabilities Act (ADA) due to increased health risk will be asked to provide medical verification, invited to an interactive meeting and will be involved in a discussion of possible reasonable accommodations that will allow the member to continue to perform his/her assigned work.
 - Professional educators who are provided the reasonable accommodation of delivering instruction in a CDL model after medical verification will be given first priority for remaining in a CDL teaching position if they meet the qualifications for a CDL teaching position to be filled.
 - If requested, educators who present medical verification that they are in a high risk category for contracting COVID-19 but do not fall into an ADA

covered category will be considered for placement in a CDL teaching position for which they are qualified, once all those in an ADA category are placed.

- If additional CDL assignments remain, those staff who present medical verification that they live with someone who is at high risk for contracting COVID-19 will be considered for a CDL teaching assignment for which they are qualified.
- **Safety Concern Process** - The District will create a simple process that allows for named and anonymous sharing of concerns that can be reviewed on a daily basis and shall be reviewed on a weekly basis by the designated RSSL building point-person. Example:
anonymous survey form or suggestion box where at least weekly submissions and resolutions are shared in some format.

ON-SITE WORKING CONDITIONS/WORKPLACE PROTOCOLS

Reasoning for specifying working conditions and workplace protocols:

- Early notification for a confirmed COVID-19 case is imperative to the safety of staff and students.
- CSD should provide paid leave for isolation and quarantine because the FFRCA - Family First CoronaVirus Response ACT is expected to expire soon. Therefore, it's important to secure employer-paid leave for isolation and quarantine, especially when staff have been exposed at their worksites.

Agreement Language:

- **Notification of Confirmed COVID-19 Cases** - As directed by the OHA and the local public health authority the District 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 or will be taken to sanitize the area before staff are allowed to report back to the area.
- **Leaves due to COVID-19.** The District will provide leaves according to the collective bargaining agreement and state and federal laws. In addition, if 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, CSD shall provide paid leave for the first 10 days of quarantine, isolation and treatment.

CHILDCARE

Reasoning to address child care needs of employees:

Many employees have school-aged children who have a different hybrid schedule than theirs. It may be impossible for a parent employee to juggle their on-site schedules with those of their children's. Educators should be able to work with administration to accommodate their childcare needs. In addition, childcare provided by Corbett's on-site preschool has been invaluable to many of our employees and has enabled them to effectively deliver instruction.

Agreement Language:

- **Preschool** - The District shall continue to run the existing staff daycare program for educators who need childcare for children ages 2 to 5 as funds allow.
- **K-5 school aged children** - Educators with elementary aged child care needs that are not already addressed can request a meeting with their supervisor to discuss options to meet the childcare needs of the staff member. If necessary, professional educators may be permitted to have their K-5 school aged children in their own classrooms under their supervision when their school aged children are learning offsite, as long as spacing and cohort requirements do not put CSD over required room capacity and safety limits.

Nothing in this agreement shall be construed as waiving or eliminating any other provisions of the collective bargaining agreement, nor shall the provision in this agreement set any precedent for the future.

SIGNATURES: