

Memorandum of Agreement

Between

NWRESD and NWEA

for Hybrid and Ongoing Face-to-Face Instruction During the COVID-19 Crisis

The Northwest Regional Education Service District (the “District”) and the Northwest Education Association (the “Association”) hereby agree to the following Memorandum of Agreement (MOA) for the purpose of setting forth the terms regarding the delivery of Hybrid or an ongoing face-to-face model of instruction. In accordance with Governor Kate Brown’s emergency orders and Oregon Department of Education (ODE) guidance under Ready Schools Safe Learners (RSSL) - or the Early Learning Division’s Health and Safety Guidelines for Child Care and Early Education Operating During COVID-19 (ELD) for early learning settings - the District and the Association hereby agree to the following in order to assure the safety and well-being of all students, families, and staff:

The District and the Association agree the following conditions shall apply:

1. Metrics: The parties recognize that ODE made advisory the case rate and test positivity metrics for determining when/if the District could transition to a Hybrid or an On-Site model of instruction, or when they must transition back to Comprehensive Distance Learning. While the metrics are now advisory, the parties agree that the District’s decisions regarding changes in instruction models will nonetheless be determined consistent with the metrics established in the RSSL guidance.
2. Vaccinations: The parties agree that it is in the mutual interests of the District, the Association, the students, and the community that District staff who are willing and able to receive the vaccination do so as soon as possible. The parties recognize that the recommended protocols for the currently available vaccinations call for two doses of the vaccine. The District agrees that no staff member will be required to return to hybrid or ongoing face-to-face instruction until such time as they have had the opportunity to receive a second dose of the COVID-19 vaccine, subject to the provisions of Paragraph 9 (ADA Accommodations/High Risk Situations), below. Nothing in this paragraph prevents the District from introducing LIPI or transitioning to hybrid or ongoing face-to-face instruction utilizing staff who are willing to work with one or fewer doses of vaccine.
3. Testing: Under a hybrid or ongoing face-to-face instruction model, the District will make readily available BinaxNOW COVID-19 testing as follows:
 - a. In District-operated facilities, such testing will be available for symptomatic staff and for the age-levels for which it is recommended for students.

- b. For staff working in component school district or partner facilities, the District will ensure partners follow RSSL guidelines and make readily available BinaxNOW COVID-19 testing for symptomatic staff and the age-levels and circumstances where required for students where required for students; specifically, “If a K-12 school is operating an On-Site or Hybrid Instructional Model but is located in a county that does not meet the RSSL general metrics (Section 0b), the school must participate in this program to provide on-campus access to testing.”

4. Air Quality:

- a. The District will ensure that each worksite in NWRES D facilities meets the Oregon Occupational Safety and Health (OSHA) safe workplace ventilation conditions: optimization of outside air to the extent the system can do so when operating as designed; air filters are maintained and replaced as scheduled to ensure the proper function of the ventilation system; and, all intake ports that provide outside air are cleaned, maintained and remain clear of any debris that may affect the function and performance of the ventilation system. The District will strive to identify and implement other means by which air quality can be improved such as the purchase and use of portable dry fogger systems to reduce viruses and mold. In District classrooms or shared workspaces that do not have access to outside air being drawn in, or where the current filtration system is not drawing adequate levels of outside air, the District will either relocate the employee to a workspace or classroom that meets OSHA guidelines or provide a HEPA-grade air purifier for the shared workspace or classroom the employees are stationed in. If relocated, the employee will be compensated at their hourly rate up to 8 additional hours beyond the preparation time identified in Section 5, below.
- b. For staff working in a component school district or partner facilities, the District will ensure they meet the OSHA safe workplace ventilation conditions as stated above. For staff who believe their classroom is not adequately ventilated per OSHA, staff will report their concerns to the immediate District supervisor with the goal of ensuring a swift remedy with the hosting district/partner. In these circumstances, District staff will work remotely, or in another space that meets OSHA standards, until the District confirms the ventilation standards meet OSHA standards.

5. Transition:

- a. The District will notify staff in the event of a change in assignment from remote to on-site work. Prior to implementation of any face-to-face service model, there will be a minimum notification period of ten (10) calendar days and an additional two (2) working days of preparation time, training, and practice on blueprints. The additional two (2) working days of preparation time excludes staff who are necessary to train on blueprints.

During this transition period, the District will ensure that Hybrid blueprints are fully developed and aligned with all RSSL guidelines.

- b. This transition to face-to-face instruction (or consistently embedding itinerant staff back into districts) will occur when directed after these conditions are met:
 - i. The county metrics align with the Governor's recommended RSSL metrics.
 - ii. Staff have had the opportunity to receive a full course of vaccine (currently two doses) including inoculation time, subject to Paragraph 9 (ADA Accommodations/High Risk Situations), below.
 - iii. Itinerant staff - or those working in partner school districts - will follow the assigned school district's instructional model and work rules under the following conditions:
 - 1. Staff are provided 10 days' notice
 - 2. The assigned district is following the RSSL advisory metrics
 - iv. RSSL guidance is in place and staff are trained
- 6. Personal Protective Equipment and Supplies: The District will provide sanitizer in every workspace and approved face coverings for every student and staff involved in face-to-face instruction/service.
 - a. Sufficient quantities of sanitizer shall be available at all times and in close range to all identified instructional areas to permit regular sanitizing of hands and surfaces.
 - b. Face coverings will be of types recommended by the US Center for Disease Control (CDC)¹, and will be of sufficient quantity so that the wearers will be able to replace their face coverings as frequently as necessary to maintain effectiveness.
 - c. The proper wearing of face coverings will be required of all staff and students, except as otherwise recommended by the CDC.² Staff will be trained on the proper wearing of face coverings. Individuals for whom

¹ <https://www.cdc.gov/coronavirus/2019-ncov/more/masking-science-sars-cov2.html>

² <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html#feasibility-adaptations>

masks are not appropriate will be provided other effective face coverings, if at all possible.

7. Social Distancing, Cohort Limitations: The parties understand that the rules regarding Social Distancing and Cohort limitations, as set forth in the Oregon Department of Education document “Ready Schools – Safe Learners” are minimum standards; the parties will engage in on-going discussions, pursuant to paragraph 13, regarding the application of those rules. Early Learning settings will adhere to ELD guidelines. Procedures will be established and communicated to Association bargaining unit employees which will provide for anonymous reporting of concerns and responses to those concerns. Notwithstanding the confidential nature of these reports, the Association will be advised of such reports as well as actions taken.
8. Work Schedules, Workloads, and Preparation Time: The District will ensure the following:
 - a. Preparation time as defined in Article 6.A. of the CBA will be provided for all staff will be provided in a space which is safe, regularly cleaned/disinfected, and otherwise free from interruption.
 - b. Where more than one cohort of students receives on-site services on a given day, there shall be sufficient time between cohorts to afford effective cleaning/disinfection of the worksite.
 - c. The District will ensure staff has the prep time defined in the CBA when assigned to onsite and online services. It is understood when simultaneous instruction is needed, the district will make efforts to make additional support staff available.
 - d. Supervisors will regularly check in with staff to assess if any additional support is needed.
9. ADA Accommodations/High-Risk Situations:
 - a. If an employee’s assignment requires in-person attendance, and they have a disability as defined by disability discrimination laws (including those at increased risk as identified by the CDC, the District will consider requests for remote work by using the same interactive process that the District would utilize for a request for reasonable accommodation under the American with Disabilities Act. That is, the employee will provide documentation to the Chief Human Resources Officer of the need to continue working remotely and the District would then consider whether there are possible reasonable accommodations that could be made. The District retains the final discretion whether a remote work request will be granted, subject to the requirements of law.

- b. Employees who live with family members (as defined in Article 8.B.1.a.-e. of the CBA) who are at increased risk for severe illness, as identified by the CDC³, and documented in the same manner as described in section 9.a. of this MOA may request assignment of tasks which will limit their risk of exposure which the District will consider in good faith. The District will work collaboratively towards potential adjustments when situations fall outside of the parameters as defined as "family members" when appropriate and on a case-by-case basis. The parties will take up any disputes over this on an expedited basis with the objective of finding work assignments which meet the District's needs in the manner safest to the employee. The parties recognize that the ultimate assignment decision will be made by the District.
 - c. The District will make every effort to assign remote work to staff who are assigned to in-person instruction prior to April 13 but who have not yet completed the two-week inoculation period after receiving the vaccine. Where that is not possible and other arrangements cannot be made, the employee may take a leave of absence covering the time necessary to achieve full inoculation until April 30.
10. Paid Leave – Quarantine & Isolation: In the event an employee is ordered to quarantine by the District, the Local Health Authority, or their healthcare provider, the following will apply:
- a. Employees who are not ill may be assigned duties consistent with their quarantine status.
 - b. The employee shall utilize paid sick leave. In the event that an employee would deplete their available sick leave to less than 10 remaining sick days, the District will make available an additional ten (10) days paid leave.
 - c. Upon the exhaustion of such leave, if the employee qualifies, the employee may take unpaid leave and apply for benefits under the Oregon COVID-19 Temporary Paid Leave Program⁴.
 - d. The employee may at any time choose to take unpaid leave for the duration of the quarantine period.

³ https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fpeople-at-increased-risk.html

⁴ https://www.oregon.gov/dcbs/covid-pl/pages/index.aspx?utm_source=DCBS&utm_medium=egov_redirect&utm_campaign=https%3A%2F%2Fwww.oregon.gov%2F covidpaidleave

- e. In no case shall the District's normal insurance contributions for the employee be reduced during any leave from work due to an ordered quarantine or isolation due to COVID-19.
11. Child Care – Staff Providing Services Under Hybrid Model: The District will provide employees and the Association with information concerning resources for staff needing childcare services through the weekly agency-wide Monday Memo.
12. Information Provided to Association: The District will provide to the Association within ten days of the signing of this MOA the following:
- a. Links to, or copies of, all current Operational Blueprints for each workplace in which District staff represented by the Association work.
 - b. A copy of the risk assessment as required by OSHA administrative rule OAR 437-001-0744(3)(g)⁵ for each District-operated workplace in which District staff are represented by the Association work.
 - c. The identity of the single point-person designated at each NWRES D facility to establish, implement, support and enforce all RSSL/ELD health and safety protocols, including face coverings and physical distancing requirements, consistent with the guidance from ODE and other guidance from OHA. Staff working in partner school district facilities will report concerns to their immediate supervisor or via the anonymous reporting of concerns procedure identified in Section 7.
 - d. Any amendments/revision to the above documents for District operated facilities within 10 days after adoption of those amendments/revisions.
13. Modifications to Memorandum: The District and the Association understand that this Memorandum does not address all the potential issues that may arise in the 2020-21 school year. Either the District or the Association may request a meeting to resolve any unaddressed issues and issues that arise.
14. Duration: This memorandum shall continue until the COVID-19 crisis is resolved as indicated by RSSL guidance unless specifically agreed upon by both parties.

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<https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=274961>