

**MEMORANDUM OF UNDERSTANDING
2020-2021 RETURNING FOR IN-PERSON INSTRUCTION**

This agreement is between the Woodburn School District (District) and the Oregon School Employees Association Chapter 25 (Union). The duration of this Memorandum of Understanding (MOU) is from its signing until the end of the 2020-2021 school year.

Due to the ongoing COVID-19 pandemic, students will not return onsite until employees have had the opportunity to receive both their initial and second COVID-19 vaccines, unless employees volunteer to return prior to receiving both vaccines.

There will be no retaliation to employees who don't volunteer to work onsite.

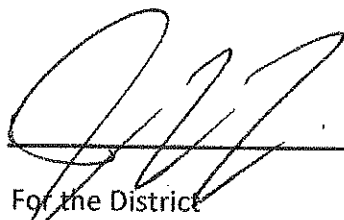
Employees with documented, high-risk medical conditions can engage in an interactive process with individuals based upon medical information to determine needed accommodations.

Working Conditions and Safety

1. The District will provide appropriate "workplace provisions" of PPE as established by OSHA, OHA and ODE, which will include all the required PPE according to *Ready Schools Safe Learners* for staff who work directly with students or the public, i.e., handwashing stations, hand sanitizer, and other cleaning materials as applicable. The District will provide sufficient face coverings for staff and students and make them available at easily identified stations within the worksite. If the District does not have the necessary and sufficient PPE, the employee will not be required to perform duties that put them at risk of contracting COVID-19.
2. The District will provide the necessary and sufficient PPE, including gloves, gowns, head coverings, and face shields for staff working in programs that place them at increased risk as determined by OSHA, OHA and ODE.
 - a. Employees whose job requires them to be directly exposed to students' bodily fluids (i.e., spitting, vomiting, sneezing, coughing, etc.), including those employees providing toileting and feeding services and employees that work with students who are unable to wear PPE, will be provided with the necessary and sufficient PPE to protect the employee from exposure to COVID-19.
3. The parties recognize that the Oregon Department of Human Services and Oregon Health Authority have jointly published a guide for K-12 schools in Oregon to provide on-site COVID-19 testing. That guide, referred to herein as "The ODHS/OHA Guide" is attached hereto and incorporated by reference into this MOU. The District agrees to implement all of the requirements.
 - a) Healthcare room monitors will not be assigned to work a split shift.

4. DISTRICT will follow the requirements of RSSL when arranging furniture in the classroom. Appropriate space will be provided for students and staff. When working with students inside the class safety protocols will be followed and additional PPE, such as face shields will be provided. When completing classroom tasks that do not require direct support of students, space will be provided to complete that work.
5. Communicate to the Association President, within one working day after receiving approval and direction by LHA's, any exposures within the district. Communication to the Association President shall identify the building in which the exposure(s) occurred, the number of exposures, and whether the exposure was related to student(s), staff, or outside individual(s), i.e., specialists from other agencies, outside contractors, authorized visitors, etc. Nothing in this agreement limits the Association's right to information provided by law.
6. If there is an exposure to COVID-19 that is contact traced back to the District as described in the ODE document *Planning and Responding to COVID-19 Scenarios in Schools*, and the employee is required by the LHA to quarantine, DISTRICT will provide paid leave for the first 10 days of quarantine, isolation or treatment to all classified employees required to quarantine.

This agreement is non-precedent setting and shall remain in force through the 2020-2021 school year, unless the parties mutually agree to extend the agreement.



4-7-21

For the District

Date


**Debbie
Wolfer**

Digitally signed by Debbie Wolfer
DN: cn=Debbie Wolfer, o=OSEA
Chapter 25, ou,
email=dwolfer@woodburnsd.org,
c=US
Date: 2021.04.09 08:14:49 -07'00'

04/08/2021

For the Chapter

Date



4/8/2021

For OSEA

Date