

## MEMORANDUM OF AGREEMENT

**The following Memorandum of Agreement is hereby entered into by and between the Gresham-Barlow School District (District) and the OSEA Chapter 8 (Union) for the purpose of establishing employee working conditions related to the current COVID-19 pandemic. This MOA shall remain in effect until June 30, 2021 unless otherwise modified in writing by the parties. All provisions of the parties' current collective bargaining agreement shall remain in effect unless otherwise modified below.**

### **Hourly Employees**

District supervisors shall provide work schedules for all classified employees with an expected start time and end time for their work day. Under special circumstances the supervisor may ask the employee to flex their hours to attend meetings or training with forty-eight hours notice.

The District will assign work to be done by individual employees, either remotely and/or on site, in compliance with requirements of *Ready Schools Safe Learners*, the Oregon Health Authority and the Oregon Department of Education.

### **Training**

All required training will be provided during paid time.

If the District expects employees to attend the training virtually from home or some other remote location, then the District shall provide adequate equipment that meets the requirements for employees to successfully complete the training.

### **Personal Protective Equipment (PPE)**

Employees that are required to report to work during an epidemic or pandemic, will be provided all necessary personal protective equipment (PPE) needed to perform their job duties, as determined by the Center for Disease Control, the Oregon Health Authority or the Governor for performing the specific assigned job duties during an active outbreak of a virus or other communicable infections. Employees will be provided with PPE that protects the employee. If an employee believes they do not have the necessary PPE to safely perform the duties of their position, or they do not believe that they have had the proper training to properly utilize such safety equipment, they may request the District to review their PPE and training. No employee will face disciplinary action for raising potential safety and/or training issues with their supervisor. The Association shall be permitted access to the work site to assure that the proper preventative measures and PPE are being provided by the District. The District shall provide face shields for all employees who will be within six feet of a student or staff member for more than ten minutes. Special education staff will be provided face masks and shields as appropriate and as set forth by OHA and ODE.

Employees may use their own PPE if it meets the guidelines of ODE, OHA or a Governor's order. But, under no circumstances shall the District require employees to provide their own PPE.

The District shall provide hand sanitizer, soap and water or other materials to maintain sanitation in each work site that may be required by a health authority.

If an employee has medical concerns about PPE, the employee may request an ADA interactive meeting and they will provide medical documentation to the District before the meeting. The District will schedule an ADA interactive meeting and will discuss how the employee may be accommodated. The employee may request a union representative for this meeting.

### **Immunity**

If the district requires an employee to be tested for COVID 19 or any other infectious disease, the District shall pay all costs for testing that are not covered by the employee's insurance.

The District shall provide notice to the Association, if they intend to require employees to be vaccinated for any infectious disease; or they require the employee to demonstrate immunity. The District shall bargain the decision and impact of these proposed requirements.

Employees who have health conditions that will prohibit them from obtaining a vaccination shall provide written certification by a medical authority releasing the employee from receiving a vaccination. Employees who have a medical reason releasing them from receiving a vaccination, shall be granted an ADA interactive meeting to determine if the employee can be accommodated.

### **Involuntary Absence Due to Quarantine or Other Health Emergency**

1. In the event of any of the following circumstances an employee will be deemed to have an excused absence, and all time that employee is absent from work they shall suffer no loss of pay or leaves:
  - a) A local, state, and/or federal health authority determines that the presence of an employee in the workplace would jeopardize the health of others due to reasons associated with COVID-19, and therefore directs the employee to quarantine;
  - b) A licensed medical provider (including but not limited to physicians and licensed physician assistants) determines that the presence of an employee in the workplace would jeopardize the health of others due to reasons associated with COVID-19, and therefore directs the employee to quarantine;
  - c) The District elects to send an employee home out of concern that the employee's continued presence in the workplace could jeopardize the health of the employee or others and the employee maintains that they are not ill or suffering from COVID-like symptoms
  - d) Any absence covered by sections a) or b) above in which the employee has been diagnosed with COVID-19 by a health professional, shall be in accordance with the

provisions and limitations of the FFCRA and shall be recorded as such. An employee may use accrued sick leave or unpaid leave for any period of absence not covered by the FFCRA or in excess of the maximum allowed leave time under that statute. In the event FFCRA expires, the employee may access their own paid leaves and the sick leave bank.

To the extent that the employee is able to perform any or all of the employee's regular duties from the employee's residence or place of quarantine, the employer may direct the employee to do so, but only to such extent as the employee's condition and access to work materials and equipment allows and only during the employee's regularly scheduled workday and work hours. Written confirmation of any such telecommuting arrangement shall be provided to the employee and to the Union for each such employee who is directed to perform work remotely pursuant to this provision.

### **High-Risk Health Conditions**

During a local COVID-19 outbreak, epidemic, or pandemic, the District will support to the degree possible classified employees who:

- qualify with health conditions that will put the employee at risk, or
- have daily contact with a person who is at risk.

According to the following criteria:

1. The District shall grant an employee who suffers from a documented medical condition that would prevent them from performing any or all of the essential functions of their job an ADA interactive meeting to determine what, if any, reasonable accommodations could be made to accommodate their health risk. This may require the employee to provide certification from a medical authority documenting their health concerns that qualifies them under the ADA to be high-risk. The employee may request that an Association representative attends the meeting.
2. If the employee is in regular daily contact with a household and/or family-member, who is high-risk, the employee may request a meeting with the District to discuss whether measures can be taken to accommodate their concerns. The employee will provide documentation from a medical authority documenting the health concerns that qualifies their household and/or family member as high-risk. The employee may request that an Association representative attends the meeting.
3. The District shall discuss with the employee accommodations that would allow the employee to work on site.
4. The District shall consider work that could be done remotely.
5. If the employee qualifies, and the District is unable to make an accommodation that would allow the employee to continue performing their job duties, the employee may utilize OFLA/FMLA and leave under the FFCRA as appropriate.

### **Use of Personal Vehicles**

Employees shall not be required to transport students or staff with symptoms of an infectious disease in their personal automobile.

If a District supervisor requires a classified employee to use their personal vehicle for District business, they shall inform the employee of the mileage reimbursement under Article 26 A. 1. and provide the employee with the appropriate forms.

### **Working from home or some other remote location**

The District reserves the right to determine whether work shall be completed at a District worksite or whether it can or must be performed at an alternate location. However, employees whose work can be completed at an alternate location may make a request to their supervisor to work remotely and if the employee and the supervisor mutually agree, the employee may work from the alternate location.

Employees who are required by their supervisor to work from home or some other remote location shall be provided with the hardware, (phone, computer, printer, etc) all software, internet services (hot spots) and cell phone services according to the standards and expectations of the District. The District shall pay any cost incurred by the employee related to any item or service not provided by the District but required to perform their job remotely.

Employees will not be required to provide their personal phone number(s), their personal email address or their home address to students or parents.

### **Vacation Accruals**

Employees shall not lose earned vacation accruals as a result of quarantines, stay at home directives, or travel bans instituted as a result of a Health Emergency Crisis. Vacation hours canceled may carry over to the next fiscal year with approval of the employee's supervisor. The District may require documentation regarding the cancellation of vacation plans due to COVID-related issues.

### **Evaluations**

Evaluations not completed in 2019-2020 will be considered a multi-year process and will be completed during 2020-2021. Goals may be revised to reflect current educational practices in delivering education remotely.

For purposes of calculating the six-month probationary period of employees who, as of April 1, 2020, were in probationary status, days served in probationary status as of that date will be credited to the employee. The employee will then serve the remainder of their probationary period upon return to full and regular duties. The District shall provide notice to the chapter co-presidents and the field representative when these employees have completed their probationary period.

Example: An employee who had been employed for two months as of April 1, 2020, would have four months remaining on their probationary period, beginning at such time as the employee resumed active employment in their regular capacity.

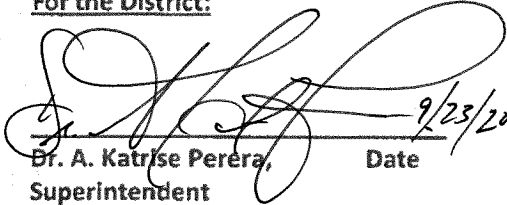
**Other considerations**

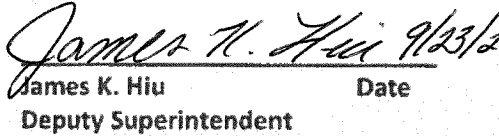
The District shall provide notice to the OSEA Chapter 8 Co-Presidents and OSEA Field Representative when new District policies, Department policies, or new workplace directives are initiated.

**Notice of Exposure to Risk**

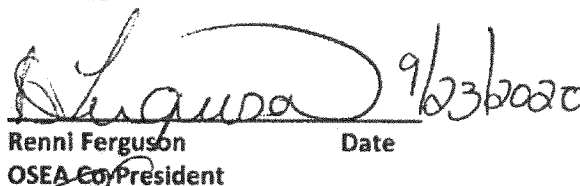
If the District has knowledge that an employee or group of employees may have been exposed to COVID-19, the District shall report to the Oregon Health Authority, which will make all decisions about notification of any parties.

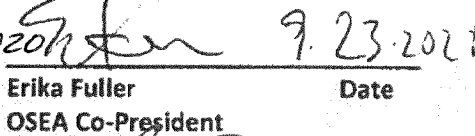
For the District:

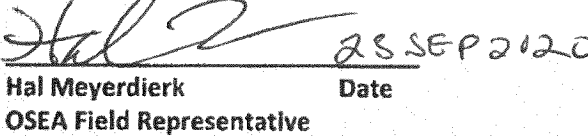
  
Dr. A. Katrise Perera, Date 9/23/20  
Superintendent

  
James K. Hui Date 9/23/2020  
Deputy Superintendent

For OSEA:

  
Renni Ferguson Date 9/23/2020  
OSEA Co-President

  
Erika Fuller Date 9.23.2020  
OSEA Co-President

  
Hal Meyerdierk Date 23 SEP 2020  
OSEA Field Representative