

**OYSTER RIVER COOPERATIVE SCHOOL DISTRICT AND
OYSTER RIVER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

WHEREAS, The District has adopted a COVID-19 response plan (hereinafter “reopening plan or COVID-19 Response Plan”) in response to the current public health emergency caused by the COVID-19 pandemic, which has been reviewed by ORESPA.

WHEREAS, the parties recognize that the plan will need to be revised or amended in order to conform with changes in medical guidance issued at the federal or state level, or a change in local conditions as determined by the Superintendent (e.g., a localized flare up of cases that may affect one school but not the entire district, or effects the district but not the state as a whole).

WHEREAS the District agrees that it will follow its reopening plan as adopted and as it may be amended, from time to time.

NOW THEREFORE, the Parties agree as follows:

1. While the COVID-19 pandemic continues and the District moves forward with reopening schools, it is anticipated that a number of employees will come forward with requests for leave and/or workplace accommodations. To that end, the District acknowledges its obligations under state and federal law and intends to continue to comply with its obligations thereunder.
2. Bargaining unit members who cannot work as a result of exhibiting COVID-19 symptoms or who must self-quarantine shall be put on Paid administrative leave and is expected to get tested immediately. Those on administrative leave will use their insurance to pay for their testing; if the insurance does not cover the cost the District will. If the test is negative, the employee will return to work. If the test is positive, the employee will move to FFCRA, their personal sick leave or, to avoid using their sick leave, work remotely. Any employee who puts himself or herself via travel into a situation where they’re knowingly entering a COVID-19 hotspot, including international travel as well as travel throughout US, will be obligated to use FFCRA, sick time followed by unpaid leave until they produce a negative COVID-19 test at their own expense.
3. Any employee diagnosed with COVID-19 or expected to “self-quarantine” due to a finding that the employee has been exposed to COVID-19 and/or needs to provide care for an immediate family member diagnosed or exposed, shall notify the District immediately. Upon request, the employee shall provide the district with documentation of the medical recommendation. If the request qualifies under FMLA and/or FFCRA, it is agreed that any such employee shall remain out of work for the amount of time determined and/or ordered by their doctor or recommended by the District’s plan. During this time the employee will move to their personal sick leave or to avoid using their sick leave, work remotely.
4. Staff members who appear to have COVID-19 symptoms but are able to provide evidence of their medical conditions that cause the symptoms being identified will not be required to go home unless requested.
5. If/when any employee or student has tested positive for COVID-19, the district will immediately assess the situation and will follow the District’s COVID-19 response plan.
6. In accordance with CDC guidance, and the District’s COVID response plan, if an infected person has been in a school building, the school will immediately communicate with staff, parents, and students that there was a COVID-19 infected person in the building. The District will ensure that the school is cleaned and disinfected thoroughly before staff and students return. In no case, will personally identified information be shared.

All employees will continue to receive full contractual pay, benefits and protections during any necessary closure due to infection in the building and are expected to revert to remote learning.

7. Sick Employees (non-COVID related) will be strongly encouraged to work remotely from home and only if necessary, use accrued time to take the day off sick if they are unable to perform their jobs even in a remote capacity. In all such cases, the employee will contact their supervisor. In addition, staff will use established procedure for notifying their supervisor in their absence
8. During any period of time during the 2020-2021 school year in which staff or students are expected to attend school, the district shall make available appropriate Personal Protective Equipment (PPE) for everyone in attendance as needed, as well as appropriate supplies to ensure health and safety in the building overall.
 - a. The District will provide to employees the necessary Personal Protective Equipment (PPE) consistent with their duties and responsibilities. Bargaining Unit members, due to the nature of their work and contact with children, are considered “Direct Service Providers” per the CDC Guidelines. These employees may request additional PPE if they can’t maintain social distancing to provide instructional and related services.
 - b. Appropriate building supplies shall include when available: thermometers, hand sanitizer, anti-bacterial and/or disinfectant spray/cleaner, paper towel dispensers, and antibacterial soap dispensers.
9. The District shall also ensure that all staff and students receive appropriate training on the usage and care of all PPE.
 - a. All Staff will receive appropriate paid training prior to the start of the students’ school year. This training shall occur in a location that ensures proper social distancing and safety protocols. Scheduling of this training shall be done within the established staff work year and not contribute to an increase in the staff workday or work year.
 - b. All staff will wear the safety equipment provided during the training.
10. Cleaning of the school shall be completed by the custodial staff on a scheduled basis throughout each school day consistent with the District’s COVID-19 response plan and CDC guidelines.
11. Anti-bacterial and/or disinfectant spray/cleaner with towels and gloves shall be provided to-staff who may voluntarily use these supplies to clean their work areas/classrooms before they begin or to clean their area after they are done.
12. Nurses in the District will develop an acceptable screening protocol prior to the start of the 2020-2021 school year. The protocol established will be made available to all staff.
13. The District’s COVID-19 response plan will be enforced for all staff and students within the school building, on school grounds, and on school buses.
14. In accordance with the District’s COVID-19 response plan, no outside visitors, except emergency personnel or parents who have a prearranged meeting with school administration or staff (e.g., IEP team meetings), shall be allowed beyond the entryway of the school building. Whenever possible all meetings will be held remotely.

15. Class supplies will not be shared among students or staff during this COVID-19 period. Bargaining unit members will assist teachers of specials (art, music, shop, gym, etc.) will clean and sanitize shared equipment and supplies before being used by a second class, and every effort will be made to limit the use of shared items and equipment in their content areas.
16. During any period of closure due to the COVID-19 pandemic, all members will continue to be paid their regular salary or hourly wages and will receive their regular benefits if working remotely. Regular wages shall be paid in accordance with the payroll cycle elected by staff at the start of the 2020-2021 school year.
17. Closure days shall not be deducted from accumulated sick leave unless the employee is unable to perform remote job duties that may be assigned during a closure period. Staff who are unable to perform remote job duties due to illness must use established procedures to report his/her absence. Staff on previously approved leave under the Family and Medical Leave Act, who are able to work from home during any period of remote instruction and support, may choose to end their leave and return to duty and not have any days counted against their leave time. It is understood however, that if an employee was scheduled to be out on FMLA, the District will request medical clearance from the doctor who placed them on leave and the doctor's signature will be required before allowing the employee to end leave and engage in remote instruction and support.
18. During any period of closure, staff are expected to check their respective school district email for daily notices during normal workday hours. Staff will reach out to students assigned to them check-in with their students. Check in with students will be done by an approved remote platform. If the remote platform is not available, check in will be via district email. Employees shall not use personal devices or social media for contact with students or parents, regardless of whether staff are working in the traditional school building or working remotely. District devices will be provided to employees that need them. If the district supplied device is not operational, the employees will notify the IT Department immediately for repair or replacement.
19. In regards to reasonable evaluation during COVID-19, consideration will be given to the challenges faced during a pandemic with potential transitions, and training will be provided to assist bargaining unit members in effective practices in remote settings. Bargaining unit members will only be evaluated in regards to those remote skills for which they have been provided Professional Development training. In addition, Administration and ORESPA leadership will work collaboratively to establish appropriate evaluation guidelines and timelines during the COVID-19 pandemic.
20. Employees will be expected to adhere to all District and state Code of Conduct policies. Violations of District or state Code of Conduct policies will be addressed in the same manner as such violation(s) would be addressed in a "normal" school year, regardless of whether an employee is working in the traditional school workplace or providing guidance from a remote location during COVID-19.
21. According to the re-entry plan that is approved to begin the 2020-2021 school year, all staff who are not identified as "at risk" per the CDC guidelines, and who have not been approved for remote accommodations will be expected to return to school.

22. During any duration of COVID-19 in which staff and students are expected to work within the school buildings, health, and safety protocols will be adhered to as noted in the COVID-19 Response Plan.
23. If the District is at any point contemplating adjustments to the school calendar (which includes regular break periods) and/or staff work year, the ORESPA President will be notified immediately and the parties will reconvene to discuss the proposed changes.
24. All staff and students will be required to maintain a 6-foot social distance and wear a face mask when inside any District buildings.
25. No staff member will be required to simultaneously work remote and face to face.
26. It is recognized that air flow and air quality is critically important during this period to the health and safety of employees. The District will ensure that all work areas for staff have proper ventilation and air flow to maintain healthy levels. If the National Weather Service declares a heat warning or heat advisory for the ORCSD geographical area, instruction will be remote until the advisory or warning is lifted. The Superintendent has the discretion to close any building if necessary.
27. Custodians who were transferred as a result of COVID-19 will have the option of going back to their original assignment.
28. Overtime, if necessary, will require the express approval of the administrative supervisor and the superintendent. If an employee chooses comp time over overtime pay, the maximum amount of comp time that can be accrued is 24 hours.
29. Administration will work with custodial staff to ensure earned vacation day(s) is taken. If administration cannot schedule vacation time, then time may be carried over into the next school year. All time earned, both carried forward and earned will be used in the successive school year.
30. Custodians will work through any closure, unless the superintendent declares there is a health/safety risk.

The parties agree that this Memorandum of Agreement shall set no precedent or past practice and shall not be used in any proceedings except to enforce its terms.

The parties agree that this agreement is temporary and will only be in effect through the 2020- 2021 school year, which expires on June 30, 2021. The parties also agree that this MOA does not replace the current collective bargaining agreements which are still in full force and effect provided they do not conflict with this MOA. The parties recognize that the plan will need to be revised or amended in order to conform with changes in medical guidance issued at the federal or state level, or a change in local conditions as determined by the Superintendent (e.g., a localized flare up of cases that may affect one school but not the entire District, or effects the district but not the state as a whole). The District shall notify the ORESPA in advance of any revisions or amendments to the plan and shall provide an opportunity to impact bargain as appropriate.

The parties acknowledge that prior notice may not be possible in all cases, as emergency action may be required to protect student and employee safety. In those circumstances, the ORESPA will receive notice as soon as practicable.

WHEREFORE, the "District" and the "ORESPA" have caused this MEMORANDUM OF AGREEMENT to be executed by their duly authorized representatives this 7th day of October, 2020

By: Thomas Newkirk
Thomas Newkirk, School Board Chair

10-07-2020
Date

By: Dr. James Morse
Dr. James Morse, Sr., Superintendent of Schools

10-07-2020
Date

By: Dennis Ferland
Dennis Ferland, ORESPA Co-President

10-15-20
Date

By: Ellen O'Brien
Ellen O'Brien, ORESPA Co-President

10-14-20
Date

