

MEMORANDUM OF UNDERSTANDING
Between
WOODBURN EDUCATION ASSOCIATION
And
WOODBURN SCHOOL DISTRICT

A. Safety

During the 2021-2022 school year, WSD and WEA agree to follow the requirements set forth in the Ready Schools, Safe Learners Resiliency Framework for the 2021-2022 School Year (RSSLRF), as well as the Oregon Health Authority (OHA), and the Centers for Disease Control (CDC).

Additionally, recognizing multiple socio-economic and cultural factors which contribute to the high rate of community spread of COVID-19 in the 97071 (Woodburn) Zip Code, WSD and WEA agree to implement measures that go beyond the RSSLRF in order to limit COVID spread in the schools and protect the continuity of learning for Woodburn students. These measures are set forth below.

The District will:

1. Per RSSLRF Define “physical distancing” as maintaining at least three feet between students to the extent possible.
 - a. When three feet of physical distance is not possible in a specific location, the district will report monthly in writing to the Association president the locations and circumstances in which physical distancing is not occurring and the reason behind it.
2. Communicate with parents so they are informed on their school choice options
3. Establish and maintain an online WSD COVID-19 Dashboard that is displayed on the main webpage, the contents of which will be accessible in English, Spanish, and Russian and that will be updated at least weekly by the district.
4. Create a system of reporting for families that will streamline their COVID exposure communications with one phone call to WSD.
5. When deemed appropriate by the administrator, educators will learn/participate in meetings and PD virtually. Virtual attendance will be from a location conducive for meaningful participation with a reliable internet connection. If virtual attendance is not available, the District will give the rationale for the decision. If an educator does not feel comfortable meeting in person even after the rationale has been given and six feet of physical distancing is not possible in the meeting space, they may notify their administrator and a solution will be discussed.

- a. If masks become optional and at least six feet between adults is not possible, educators will learn/participate in meetings and PD virtually.
6. Provide on-site free vaccination and/or booster clinics for WSD staff and students, and inform the community of vaccination opportunities with community partners.
7. Screen all students at initial point of entry into building sites. Staff will be required to self-assess prior to building entry.
8. Limit individual mask breaks to outside locations, to the extent possible. If mask breaks are necessary inside, they will be urgent and specific to an individual and take place in a predetermined area away from other people.
9. Utilize the Student Handbook and the RSSLRF to address students who are not wearing masks properly.
10. To the extent possible, meal times will follow social distance and masking guidelines, as required in RSSLRF.
 - a. Separate classes/cohorts/grade levels to the greatest extent possible for lunch/recess/breaks.
 - b. Students eating or drinking inside will be limited to designated identifiable locations (eg, one table, room, seat/area) that allow for adequate social distancing. As soon as they have finished their meal, masks shall be required.
11. The District will identify persons, at each site whose duties would include:
 - a. Administering COVID-19 tests.
 - b. Contact tracing and reporting in accordance with the LHA. Anyone involved in contact tracing shall receive updated training on proper contact tracing, including what is considered to be a "close contact", so contact tracing procedures are applied uniformly throughout the district.
 - c. Follow all ODE requirements to coordinate with the Local Public Health Authority (LPHA) regarding COVID-19 exposure notification and ongoing mitigation efforts (quarantine).
 - d. Obtain consent from families to test students
12. Provide frequent regular (weekly) access to free COVID testing to create the safest learning environment possible for Woodburn staff and students, per the testing provided through OHA.
 - a. The District will continue to participate in the free state sponsored on-site rapid COVID-19 testing for staff and students who are experiencing potential

primary and/or secondary symptoms, or who have been identified as a close contact.

- b. The District will continue to participate in the OHA COVID-19 student and staff screening programs.
 - i. If masks become optional and OHA is not providing weekly screening tests, WSD will make an effort to provide onsite screening tests to individuals upon request.
 - c. Follow the quarantine recommendations of the OHA if an individual tests positive. Testing of quarantined persons will follow the requirements of the OHA or other governing health authority.
13. Designate an administrator as COVID-19 Point of Contact within each building's safety committee to ensure compliance and process concerns.
- a. Accept the nomination of an Association designee, if there is not already a licensed staff member on the safety committee, to partner, collaborate and share information unless it violates confidentiality, including any concerns received, to improve safety in each worksite.
14. Provide up to date COVID safety training, *both initial and ongoing*, for staff and students, that includes safety procedures, social distancing measures, any COVID procedures, etc. These safety trainings shall be reviewed by WSD on a quarterly basis and revised if necessary.
15. Provide, and make readily available, hand sanitizer in every teaching/learning area. Staff and students will wash their hands with soap and water or sanitize hands with an alcohol-based hand sanitizer with 60-95% alcohol upon entering any indoor room.
16. Provide required PPE, per ODE, OHA, and CDC requirements (i.e. face coverings sized and designed to capture aerosol droplets for educators and students age 5 and above, gloves, approved hand sanitizer, tissues, single-use disinfectant wipes, etc.)
17. Provide appropriately fitting KN95, or equivalent, masks for high-risk educators or educators who work with students who cannot wear masks.
18. Promote adequate social distancing, per the ODE, OHA and CDC guidelines, including the following:
- a. Provide furniture that allows for adequate social distancing (single desks, appropriate number of chairs, etc.). Both parties acknowledge that there is a supply chain shortage, and might impact the timeline of furniture procurement and delivery.
 - b. If an educator believes that the number of students assigned to their work

space does not allow for physical distancing, as defined in (1) above, then the educator will notify their supervisor immediately. The parties will meet to discuss possible solutions. Educators may have Association representation present.

19. Provide staff with a safe, secure space for eating, teaching, prepping/planning and meeting. To this end WSD shall:
 - a. When possible, provide work space, away from students, where teachers can conduct preparation duties while maintaining social distancing in common work areas.
 - b. Follow RSSLRF guidelines regarding on-site visitors, including school health advisories that impact on-site meetings with outside visitors.
20. Regularly disinfect frequently-touched surfaces and areas throughout each building by custodial staff as required by RSSLRF.
21. Not ask educators to perform cleaning/sanitation measures beyond pre-pandemic cleaning expectations.
22. Perform a wipe down and sanitation of classrooms after a potential exposure has occurred.
23. The District is already in the process of providing working touchless water-filling stations at each location.
24. First Student will Create a seating chart for buses for contact tracing.
25. Continue with District practices to mitigate risks for immigrant students and families who may be undocumented.

The Educator will:

1. Follow the specific guidelines and utilize the resources, including PPE and cleaning supplies, provided by the district (or their own PPE at their option should they comply with the guidelines). In the case where an underlying health condition prevents wearing PPE, the educator will engage in the interactive accommodations process.
2. Notify their supervisor immediately if they believe they do not have PPE necessary to safely perform the duties of their position, or they do not believe that they have had adequate training to properly utilize such safety equipment. The parties will meet to reach a mutually agreed upon solution. Educators may have Association representation present.
3. Follow all protocols and requirements set forth for safety, as well as contact tracing and quarantining, as required by the WSD, OHA, and CDC Guidelines.

The District and Association will:

1. Work collaboratively to communicate with educators who may be (or whose family members may be) vulnerable due to immigration status to provide information regarding the process of contact tracing.
2. Continue to mitigate risks for immigrant students and staff through ongoing communication, referral to trusted community resources, etc.

B. Indoor Air Quality

In recognition of the largely airborne transmission of COVID-19 and the ongoing appearance of new and more contagious variants of the COVID-19 virus, both parties agree that, in addition to the safety measures outlined in Section A-Safety above, robust indoor air quality systems are necessary to ensure the health of staff, students, and the community, through the careful planning and designing of systems that proactively reduce the risk of exposure to COVID-19 infection at school.

The District and the Association shall:

1. Utilize the joint safety committees at the District level and at the building level to address air quality concerns. The District will accept the nomination of an Association member to participate on the District and building level committees.
2. The building safety committee will track staff concerns about air quality as reported and will convey those concerns to the Director of Safety and Operations.

The District shall:

1. Provide the Association with a report of all indoor air quality upgrades made in District buildings since the February 2021 Indoor Air Quality study.
2. Contract with an air quality expert, chosen through the bidding process, (the District will notify the Association of who is selected) to conduct an updated study of select locations at each level in order to establish indoor air quality levels when workspaces are fully occupied. This study will closely follow the methodology of the excelsior report provided by the Association during bargaining including air exchanges (or equivalent) per hour as directly measured in the chosen spaces. These select locations shall be agreed upon by the District and the Association.
 - a. The bid process should start no later than March 1, 2022.
3. Remediate indoor air quality issues as required by the updated air quality assessment.

4. Mitigate indoor air quality risks with a focus on ventilation by:
 - a. Adjusting building HVAC outside air dampers for the maximum air exchanges possible.
 - b. Running HVAC systems at least 2 hours before and after buildings will be or are occupied.
 - c. Visually inspecting and cleaning exhaust fans monthly in health offices, isolation rooms, and restrooms to ensure that they are functional and operating at full capacity.

5. Mitigate indoor air quality with a focus on filtration by:
 - a. Where available, provide windows that open to the outside or a regularly maintained ventilation system using CDC recommended MERV-13 filters, or their equivalent, for all workspaces. No educator will be required to work in a space without windows that open to the outside if a MERV-13 filtration, or an equivalent system (such as an air filtration unit), is not provided.
 - b. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter inspections. The District will document filter change outs in each HVAC system to ensure filters are in place no longer than manufacturer specifications. Provide HEPA Air Purifiers, upon request, to educators in the following situations:
 - i. Nurses offices
 - ii. Isolation rooms
 - iii. Spaces that are windowless or without a mechanical ventilation system or operable windows.
 - iv. Educators in ILC-F classrooms where masks may not be worn constantly by students, or in workspaces where students or staff have an approved accommodation that allows them an alternative to wearing a mask.
 - v. Educators with documented respiratory issues. Medical provider documentation must be provided to Human Resources.

The Educator shall:

1. Follow all indoor air quality mitigation protocols.
2. Report any irregularities, breakdowns, or non-functioning equipment to their building Safety Committee by the end of the workday on which it was discovered, using the District and building protocols.

C. Working Conditions

The District will:

1. Continue to enforce all school rules and expectations regarding student behavior, as outlined in the Student Handbook and Board Policy, including rules regarding mask-wearing.
2. Provide educational materials, including functional technology, and support as needed and requested.
 - a. This includes extra functional Chromebooks and chargers in each building for students to use if they do not bring their device and/or charger to school.
 - b. Provide earbuds or headphones for students who do not bring equipment from home, if needed.
 - c. Educational materials shall be accessible to all educators at all times in the workday.
3. Provide technology support for educators during working hours, related to District issued equipment and programs.
4. Provide educators working in a shared workspace with a designated private place to make confidential work-related phone calls.
5. Provide educators with Grief/Trauma Talking Points and resources for how they can help grieving students.
6. All counseling staff will sub no more than 50% of their scheduled FTE per week. To the extent possible, the District will limit the utilization of counselors as subs to no more than 30% of their scheduled FTE per week. The remainder of their scheduled FTE shall be spent performing duties set forth in their job description, including addressing the emotional needs of students, particularly those impacted by grief and trauma.

The Educator will:

1. Continue to enforce all school rules and expectations regarding student behavior, as outlined in the Student Handbook and Board Policy, including rules regarding mask-wearing.

D. Work Assignments

1. Temporary Support educators will be covered by the current WEA-WSD collective bargaining agreement (CBA), as well as this MOU. The job description will be updated to make clear that this position will not be remote, and may include student supervision and substituting duties. Temporary Support educators will:
 - a. Be assigned to one primary supervisor to direct their daily work.
 - b. Be provided with a private workspace where they can work without a mask.

- c. Teach Tier 1 SEL lessons to students learning online.
 - d. Be given notice by April 1, 2021 of the District's intent to continue their position into the 2022-2023 school year or discontinue their position effective the end of the 2021-2022 school year.
2. In cases of a reassignment (one month or longer) due to educator shortage, the district will:
- a. Provide twenty (20) hours of paid extended duty time for teacher prep per reassignment.
 - b. Provide support for the reassigned educator through a primary support provider, and compensate both mentor and mentee for an additional 10 hours of time spent on mentorship activities at the per diem rate. The mentor must be pre-arranged with the building principal before mentorship begins.

E. Workload

The District and Association recognize the need to assure a sustainable workload for educators throughout the period impacted by the COVID-19 pandemic. To this end,

The District will:

1. Review current staff schedules to accommodate basic human needs when transitioning between classes and general duty assignments or meetings, per the Educator's request.
2. Pause all District-Initiated professional development until deemed appropriate by the District based on factors such as substitutes being readily available and need for training on upcoming changes to curriculum or workload.
3. Provide meeting artifacts presented at administration-initiated meetings and professional development in a predetermined location online for staff to view at a later time.
4. All educator work days will remain in place. Administrator-directed meetings will not be scheduled on work days. If this is unavoidable, then educators will be compensated at the per diem rate.
5. When educators are asked to perform tasks in addition to their regular duties outside of their regular work day, these hours will be pre-approved by the supervisor and paid at the rate outlined in Article 22.C of the CBA. Duties requested by a district office administrator shall be considered to be pre-approved for the purposes of this MOU. If an administrator directs an educator to perform tasks outside of their normal duties within the workday, their Administrator will adapt or remove some normal duties to make up for the additional requirements.
6. When a Special Education teacher has a concern about their caseload, bilingual support, paperwork requirements and/or other relevant concerns, they may request a

meeting with the Director of Student Services, a WEA rep, and their administrator to discuss possible resolutions, up to and including:

- a. Provide more bilingual support to case managers.
 - b. Should scheduling conflicts be unavoidable in order to accommodate families, IEP meetings shall take precedence over other building and district meetings.
 - c. The District recognizes the unique and varied working and teaching requirements that Special Educators and Case Managers face. In recognition of that, the District will provide specialized equipment to these educators as approved by the Director of Student Services or their designee. This equipment could include, but is not limited to: headsets, earbuds, microphones, specialized masks or face coverings.
 - d. Case Managers and Administrators will work together to find a qualified Educator to attend IEP meetings.
7. For the duration of this MOU, a minimum of 320 minutes of educator-directed prep time over a 5-day week will be set aside for educators, with 30 minutes prioritized for family contact.

F. Leaves

The District serves a community interest by providing COVID leave to prevent COVID exposed employees from reporting to work. Both WSD and WEA share the following values: 1) nurturing relationships between students/families and educators, 2) continuity of student access to highly qualified licensed educators that reflect the student body, and 3) long-term educator health, financial stability and retention. In acknowledging the above, as well as the additional dollars in revenue the District received, or is receiving through federal ESSR funds (ESSER I, \$2,407,990.92, ESSER II, 8,661,371.07, ESSER III, 19,465,852.17 as a minimum allocation, totaling \$30,535,214.10 as of 7/21/21) to mitigate the impacts of COVID-19 on K-12 education and the community, the District, in partnership with the Association agree to implement the following:

1. The District will front load 16 additional sick days for the 21/22 school year to each educator's COVID sick leave balance. These days will be used for COVID related matters, such as quarantine and COVID related illness. At the end of the 21/22 school year these days will not roll over. We will be using the honor system to access these days. These days will be retroactive to the beginning of the 21/22 school year for any educator that has used their sick days for COVID related leave. Educator's must notify the Business Office by November 5, 2021 if they have used prior leave applicable to the COVID bank. Any eligible educator that is experiencing COVID related illness long-term, may access the Sick Leave Bank. The Sick Leave bank deadline will be extended to two weeks from ratification.
2. If a substitute is available, or not required, the District shall provide opportunities during the workday for employees to receive required vaccinations and booster shots.

3. Educators whose OHA exception is not approved, will be allowed a three day leave of absence to access first their available personal leave and then their available sick leave balances from the date of district notification of denial in order to obtain the first dose of either the Pfizer, Moderna or the Johnson & Johnson Vaccine. Should an educator choose the Pfizer vaccine, they will have three weeks from the date of the first dose to obtain their second dose. Should an educator choose the Moderna vaccine, they will have four weeks from the date of the first dose to obtain their second dose. The Educator will remain on leave until fully vaccinated; including the 14-day waiting period after receiving the vaccine. Those who fail to become fully vaccinated within the prescribed time period will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.
4. Educators who are not fully vaccinated by October 18th but who have obtained their first dose will be allowed to access first their available personal leave and then their available leave balances-to fully vaccinated status, up to 34 calendar days. Those who fail to become fully vaccinated within the prescribed time period will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.
5. Those educators who fail to become fully vaccinated within the prescribed time period described in G.3 and G.4, will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.
6. Educators who experience side effects of vaccination or boosters will be allowed to use their COVID leave, outlined in G.1. above.
7. Educators may take sick or personal leave in 0.5-hour increments in cases where substitutes are not provided or required, or whenever adequate arrangements can be made with the administrator. This provision shall not set precedent beyond the expiration of this MOU.

G. Evaluation

Non-probationary and temporary educators may elect to be evaluated and they will inform their supervisor by November 1, 2021. The notice to the supervisor will state clearly that the educator desires to receive a summative evaluation for the 2021-2022 school year, and that they understand summative scores will be submitted.

Probationary educators will be evaluated during the 2021-2022 school year, as per the Oregon framework for teacher and administrator evaluation and support system guidance.

H. Sub Shortage

WEA and WSD will continue to reinforce the need for all substitutes to be available throughout the entire school year. The WSD will make a diligent effort to hire an adequate number of substitutes. The parties will proceed as outlined below.

The District will:

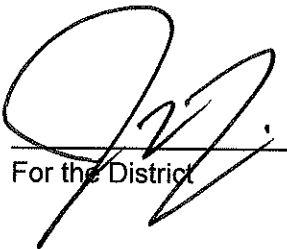
1. Assign at least one permanent substitute at each school site. For unfilled permanent substitute positions, the District shall provide updates to the Association President at liaison meetings or by email between liaison meetings as requested.
2. Offer retiring educators preference in the application process for their former position if they retire prior to the end of the school year.
3. Collaborate with building staff to create a plan for covering unfilled substitute positions when due to a sub shortage. This plan will:
 - a. Rotate responsibilities for different available staff.
 - b. Provide any available plans, including emergency sub plans, to educators as soon as the educator is assigned to teach an additional class.
 - c. Provide educators additional time to transition before their sub assignments start, up to 15 minutes, upon educator request.
 - d. Include long-term substitutes for sub assignments in the rotation of sub responsibilities.
 - e. To the extent possible, not require an educator to sub during their prep more than two times per week, or take on additional students in their classroom more than one time per week. This does not prevent an educator from subbing during their prep or taking on additional students in their classroom more often on a voluntary basis.
4. Pay educators who cover an unfilled vacancy during their prep time at the per diem or curriculum rate, whichever is higher, for substitute work.

The Educator will:

1. Provide any available plans to the building administrator or their designee.
2. To the extent possible, enter their absence in Frontline Absence Management the night before an absence if illness is known.

I. General Provisions

1. If conditions emerge within the duration of this MOU which would require a transition back to remote learning, the District and the Association will meet as soon as the district is made aware of the need for this transition so that the process of doing so may be planned smoothly, safely, and collaboratively. This planning would include, but is not limited to, communication with educators, providing a minimum of two (2) days of non-teaching time to access the building and materials to deliver remote instruction, and community outreach.
2. If ODE provides additional guidance that is contrary to this MOU or changes provisions of any section for the duration of this MOU, WEA and the district will discuss the implementation of such guidance.
3. This agreement is non-precedent setting and shall remain in force through the end of the 2021/22 school year, or until ODE and OHA declare that pandemic protocols and safety measures are no longer necessary in K-12 schools, whichever comes first.



For the District

2-22-22

Date



For the Association

2/21/2022

Date