

MEMORANDUM OF UNDERSTANDING
Between
WOODBURN EDUCATION ASSOCIATION
And
WOODBURN SCHOOL DISTRICT

As a foundation for successful learning of our students during the 2020-2021 school year, our schools have a critical responsibility to establish a plan for teaching and learning under the **Hybrid Model**. Therefore, the Woodburn Education Association (WEA) and the Woodburn School District (WSD) acknowledge and enter into this Memorandum of Understanding (MOU) regarding the changed working conditions, safety, leaves, work expectations, workload, working hours and educator evaluations during the COVID-19 Pandemic when WSD is implementing a **Hybrid Model**, (which may involve transitioning for some groups of students and/or staff between **Hybrid and short-term distance learning** due to COVID exposure.

Recognizing the disproportionate impact of COVID-19 on Black, American Indian/Alaska Native, and Latino/a/x communities; students experiencing disabilities; and students and families navigating poverty, it is appropriate and necessary to offer more heightened and focused support to students and staff from these communities. It matters to learn the differential impacts of COVID-19 in particular communities such as Woodburn (Zip Code 97071) and link planning and safety measures to specific **community** metrics, as determined by the Governor. For example, among the workplaces with the largest outbreaks are food/agricultural sites which deeply impacts particular communities, including Woodburn families and students.

Therefore, during implementation of the Hybrid Model, WEA and the District have negotiated agreements in these areas:

A-1. Safety

1. Create Hybrid and CDL options for learning for students at every level, provide information regarding specific learning conditions, schedules, and safety protocols for each format, and engage with families to make informed decisions on their choice of learning model based on each child's needs.
2. If an educator is required to work on site to substitute, there will be 24-hour notice, whenever possible. Each building will create a list of educators working at home who may be called in to provide emergency coverage; if an educator is given less than 24 hours' notice, that educator has the right to decline and the district will go to the next educator on the list.
3. Allow educators who self-identify as high risk or who live in households with high risk or medically fragile individuals to learn/participate in meetings and PD virtually.

4. Inform staff of vaccination opportunities, but shall not make any COVID-19 vaccine a condition of employment for any staff, and shall not implement any sort of penalty for staff who are unwilling or unable to get the vaccine.
5. Should working conditions change due to mutations of the novel Coronavirus WEA can demand to bargain.
6. Follow all requirements from the Ready Schools, Safe Learners and the Local Health Authority (LHA), Oregon Health Authority (OHA), and the Centers for Disease Control (CDC). This includes requirements regarding safe operation of school facilities and dictates the appropriate use of Personal Protective Equipment (PPE), which the District will provide to educators working on-site.
 - a. Face coverings and their appropriate use, as described in Ready Schools, Safe Learners will be mandatory for all staff and students. Individual mask breaks shall occur outside, if possible. If mask breaks are necessary in a classroom, they will be specific and urgent and take place in a predetermined area away from other students.
 - b. All students will be screened before or upon entry into building sites. Elementary students will be screened with a temperature check upon entry.
 - c. Staff will be required to self-assess prior to building entry.
7. 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 to partner, collaborate and share information, including any concerns received, to improve safety in each worksite.
 - b. Indoor Air Quality concerns will be addressed by the joint Indoor Air Quality Committee as outlined in Section A-2.
8. 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.
9. Provide on-site COVID-19 testing for all staff and students, as directed by RSSL. Testing of students will be conducted by trained medical personnel or through self-administered testing. No educator shall be required to administer COVID-19 tests. There shall be rapid COVID-19 testing in accordance with the "COVID-19 testing in Oregon's K-12 Schools" that shall be offered for all symptomatic staff and students

as defined in that resource and administered with their request and consent. Any symptomatic student who is tested must leave the school immediately and not return until allowed by the RSSL guidance. Students and staff with symptoms consistent with COVID-19 will not be asked to report to school for testing. No staff or student shall return to school specifically for testing alone. If there is positivity, all people exposed (e.g., a school cohort) will follow the quarantine recommendations of the OHA or other governing health authority. Testing of quarantined persons will follow the requirements of the OHA or other governing health authority. The District shall request consent to test students for COVID-19 from student families prior to conducting a COVID-19 test. Testing shall be available when the District is in receipt of necessary supplies to perform the testing. All necessary applications and orders for tests shall be completed no later than 3/31/21. The district shall appoint and train a testing administrator at each work site occupied by professional educators. Fully trained COVID-19 testing administrators shall be in place prior to the first hybrid instructional day for students.

10. Not allow educators, staff, or students that have COVID-like symptoms, as defined by the LHA, to work or learn on-site until 24 hours without a fever (not under medication) or until the symptoms have resolved.
11. Provide initial and ongoing safety training for staff/students, including education about sanitizing, handwashing, proper use and fitting of face coverings and other PPE, social distancing, etc. Initial training relates to the beginning of the implementation and ongoing relates to return from breaks or return to the Hybrid Model after a cohort has engaged in short-term distance learning. The District will also require refresher training at the beginning of each quarter and as violations of safety protocols are identified.
12. Provide required PPE, per ODE, OHA, and CDC guidance as well as classroom disinfectant, sanitation kits, and other safety items to comply with the ADA (i.e. face coverings designed to capture aerosol droplets for educators and students age 5 and above, gloves, approved hand sanitizer, tissues, single-use disinfectant wipes, etc.)
13. Provide KN95, or equivalent, masks for high-risk educators or educators who work with students who cannot wear masks.
14. Provide full PPE and extra plexiglass barriers for the ILC (formerly "Structured Learning Program") and ILC-F (formerly "Life Skills Program") classrooms upon request.
15. Make sanitizer readily available in every teaching/learning area.
16. Regularly disinfect frequently-touched surfaces and areas throughout each building and use a documentation/tracking system/checklist for each building, as required by

Ready Schools, Safe Learners (with check boxes for the individual rooms, bathrooms, spaces, etc.) with date/time/initials. If time is expected to be spent by educators on disinfecting/sanitizing learning spaces, it will be separate and not included in educator's prep time.

17. Signage and Occupancy:

- a. Inform staff of appropriate hand washing (20 seconds with soap and water) and sanitizing procedures by way of signs in all bathrooms.
- b. Post signs in highly visible locations (e.g., school entrances, restrooms) that promote everyday protective measures.
- c. Post signs at entry points to all spaces indicating the maximum number of people (occupancy) of each space after calculating *usable* space per ODE guidelines (allowing for furniture, etc.). Identify occupancy for non-classroom spaces (i.e., front office) and other areas (i.e., vestibules, restricted space hallways, lunchroom) and post signs to identify this occupancy.
 - i. The maximum number of students assigned to a learning space cannot exceed the maximum occupancy number minus any adult staff assigned to the learning space at any point in the day, in order to allow for the teacher and any other staff who may need to be in the classroom for instructional or support purposes. This only applies to the instructional portion of the day.
 - ii. If an educator believes that the posted occupancy for their assigned space does not allow for appropriate social distancing measures, then the educator will notify their supervisor immediately, and a mutually agreed upon solution will be reached within one school day, or the educator will not be required to perform duties in that particular space. If other duties are available, they will be assigned. If other duties are not available, or a mutually agreed-upon solution cannot be found, the educator shall be able to use accrued leaves for the duration that other duties are not available.
- d. Use visual aids to illustrate single-direction traffic flow, 6-ft spacing for social distancing, bathroom procedures, assigned seating, etc.

18. Provide a safe secure space for teaching, prepping/planning and meeting space to educators:

- a. Regulate the number of contacts (staff to staff/student to student/staff to student), by establishing stable cohorts, as described in Ready Schools, Safe Learners.
- b. Specials teachers in elementary will not come into in-person contact with more than 100 students in a day.
- c. Provide a separate space, away from students, where teachers can conduct preparation duties while maintaining appropriate social distancing.
- d. Student meals will not be served by educators. Whenever possible, educators will be allowed to move classes outside to eat meals. Meals shall not be eaten with less than 6 feet of social distancing, including in classrooms and cafeterias.

- e. Restroom occupancy will be noted outside of the restroom and strictly adhered to. There will be a designated restroom per classroom.
 - f. Students shall be seated 6 feet apart, to the extent possible, for the remainder of the 20/21 school year to limit potential exposure.
 - g. Provide a movable plexiglass barrier, when requested and as procured, for educators on-site to allow for safe interventions and individualized interactions that cannot be done while maintaining a distance of 6 feet.
 - h. One cohort can go to recess/break at a time, or physical barriers can be installed, to prevent mixing of cohorts.
 - i. Playground equipment will not be used, unless it is disinfected between cohorts.
 - j. 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 and leaving any indoor room.
19. The District will continue to assess the adequacy and availability of custodial staff to ensure appropriate sanitation measures are met. Educators shall not be asked to perform cleaning/sanitation measures beyond pre-pandemic cleaning expectations.
20. Non-essential visitors will be limited, to the extent possible. Staff members such as student teachers, itinerant staff, and substitute teachers are not considered visitors. Non-essential visitors will have limited access to the building (i.e., secure vestibule or outside). Visitors must comply with all required safety measures (i.e., distancing, washing hands, face coverings, temperature checks, and other screening) etc. Volunteers will not be present on-site.
- a. Meetings will be held virtually (i.e., parent / student / caregiver/guardian conferences, IEP's, etc.) whenever possible. If a meeting must be held on-site, no educator shall be required to meet in the same room as non-household members, and will instead be provided a videoconference option from a separate room within the building.
 - b. Each school shall have a designated exchange location for non-essential visitors to retrieve or drop off materials that is separate from the school building where instruction is occurring. If the location is indoors, the exchange location shall have a separate entrance and shall not be open to any other part of the school building, including windows, open doorways, or hallways.
21. Keep a daily log of students/ cohorts in accordance with Ready Schools, Safe Learners. Use of information gathered through daily logs will be limited to sharing with the Local Health Authority (LHA) for use in contact tracing.
22. Provide trained substitutes/back-up, as available, when teachers who are responsible for in-person learning are absent in accordance with a plan that prioritizes safety and continuity of learning. This training shall include both safety training and basic training on all District required platforms (such as Zoom, Google Classroom, and Class Dojo) the substitute or back-up will be expected to use during the instructional day.
23. Follow all ODE requirements to coordinate with the Local Public Health Authority (LPHA) regarding COVID-19 exposure notification and ongoing mitigation efforts. Mitigate risks for immigrant students and families who may be undocumented.

24. Create and follow emergency protocols for fire drills, earthquake drills, and lock down drills, and provide training to staff and students for maintaining safe social distancing and other COVID-19 safety protocols prior to initiating regular practice drills and/or implementation in the event of an actual emergency.

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) during the COVID-19 Pandemic for the implementation of the Hybrid Model. In the case where an underlying health condition prevents wearing PPE, the educator will engage in the interactive accommodations process.
2. If an educator believes 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, they will notify their supervisor immediately and will be provided with the required District trainings and all of the PPE required under RSSL and will not be required to perform said duties until a mutually agreed-upon solution is found. If other duties are available, they will be assigned. If other duties are not available, or a mutually agreed-upon solution cannot be found, the educator shall be able to use accrued leaves for the duration that other duties are not available.
3. When materials are collected from students (i.e., library books, student work), return procedures will include allowing materials to be untouched for 72 hours and sanitized, if appropriate.
4. Not be required to physically deliver/retrieve materials to/from students' homes; however, they may volunteer to do so.
5. Follow all protocols and requirements for contact tracing.
6. Follow emergency protocols for fire drills, earthquake drills, and lock down drills, and participate in training for staff and students for implementing safe social distancing and other safety protocols during practice drills and/or implementation in the event of an actual emergency.

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. Mitigate risks, where possible, (i.e., through ongoing communication, referral to trusted community resources, etc.).

A-2. Indoor Air Quality

In recognition of the largely airborne transmission of COVID-19 and the ongoing appearance of new and even more contagious variants of the COVID-19 virus, both parties agree that, in addition to the safety measures outlined in Section A-1-Safety above, robust indoor air quality systems are necessary to ensure the health of staff, students, and the community by planning and designing 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.
 - a. 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.
 - b. Conduct a building walk-through prior to the launch or resumption of in-person instruction to identify ventilation problems and potential solutions. When in-person instruction resumes, walk-throughs shall take place, prior to the start of Hybrid instruction and in each month following. All walk-throughs shall include Association representatives and administrators,

The District shall:

1. Remediate indoor air quality issues as required by the air quality assessment described in item 2 below, as well as any ongoing staff concerns about air quality as reported to building Safety Committees in 1A above.
2. The District has conducted an audit of indoor air quality. The District provided the results to the Association by March 15, 2021. The District will follow the recommendations outlined in the assessment. Spaces without a mechanical ventilation system or operable windows were noted by PBS (the company that did the audit) in the High School, Bridges, and the District Office and referred to WSD for further evaluation.
3. Make available upon request, if available, copies of all new HVAC system reports and reports from the prior two years.
4. Mitigate indoor air quality 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 inspect exhaust fans monthly in health offices, isolation rooms, 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 (formerly "Life-Skills" classrooms, or situations where masks may not be worn constantly by students.
 - 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.

B. Work Expectations

The District and the Association will:

1. Continue District Liaison, Site Based Liaison, Operational Blueprint for Reentry Team, and Professional Issues Committee meetings to assist with communication and collaboration.
2. Collaborate regularly to create an effective and timely system of communication for the Hybrid Model that has equity at its center. District and union leadership will meet when necessary to review and/or provide educator feedback and recommend adjustments to the Operational Blueprint for Reentry.
3. Collaborate to engage and inform students, families, community-based organizations, tribes (or other indigenous affiliations), and other partners in planning and equity-based decision-making that includes community, family, educator and student voice, using oral, print, and/or digital communication, and use it to make ongoing adjustments to the Hybrid blueprints based on feedback.

4. Work collaboratively with educators to identify additional, assignment-specific virtual professional development for educators whose subject or roles require more specific training than that offered within the scope of professional development provided by the District. Educators will first access their \$600 yearly conference stipend (as per Article 21G).

The District will:

1. Allow Professional educators who cannot receive vaccinations due to verifiable medical conditions, who live with at-risk family members who have not been vaccinated, or who cannot receive the vaccination due to bona fide religious reasons, to request reassignment to an appropriate distance learning position, if available, or other accommodations, for the duration of the 2020-21 school year.
2. Not require an educator to work on-site at times when on-site instruction is not scheduled.
 - a. Request that educators who qualify for FMLA/OFLA or fall under high-risk categories or live with someone who falls under a high-risk category report those conditions to Human Resources if they desire consideration for assignment to CDL only instruction. This request needs to be submitted to building principals by March 19, 2021 if possible and must include medical documentation.
 - b. Request that educators who do not qualify under a. above and want to take unpaid leave, to request the leave under Article G. Leaves of this MOU. This request needs to be submitted to Human Resources by March 19, 2021.
3. Implement a staggered start to Hybrid, beginning with elementary levels, with Kindergarten up through 2nd grade on April 1st, with 3rd grade through 5th grade returning April 5th. Secondary levels will return with 6th grade and 9th grade on April 19 and remaining grades returning throughout the days of April 20th through April 23.
 - a. The district will provide 3 transition days for educators to prepare for Hybrid learning. At least 10 hours will be designated to classroom/ workspace preparation.
 - b. The district will provide safety training during the above 3 transition days, to meet RSSL requirements.
 - c. At the elementary level, these transition days will be consecutive. At the secondary level, these days do not have to be consecutive and any loss of prep time for that week will be made up through asynchronous lessons. Educators may use asynchronous work provided by the district.
4. Not require staff members to perform COVID tests, and, with the exception of elementary students, temperature checks.
5. Provide educator training related to Social Emotional Learning.

6. Respect the privacy of educator's homes and will not take disciplinary action based on conditions or actions seen on video in the educator's home unless it is a violation of law or breach of board policy, or staff handbook. District staff shall not visit the educator's home without permission from the educator, and shall treat information obtained from educators' homes either through audio/video or through a home visit with the same confidentiality that they would any educational or employment records.
7. Inform educators of the nature of surveillance and monitoring of educator work performed on district devices and platforms, in accordance with School Board Policies IIBGA and IIBGA-AR related to Electronic Communication Systems as well as relevant state and federal laws. Upon request this shall be done in the employee's native language in order for maximum understanding of policies and laws.
8. Provide information and resources for educators throughout the school year, including, but not limited to, the following areas:
 - a. Reporting student neglect and abuse, in compliance with policies and state mandatory reporting laws.
 - b. Increased awareness about secondary traumatic stress and self-care practices.
 - c. Social and emotional learning (including adverse childhood experiences (ACEs), trauma informed care, and poverty informed teaching/ learning approaches.
 - d. Cyber-bullying and harassment.
 - e. Sustaining culturally responsive instruction, anti-bias and anti-racist teaching and healing practices.
 - f. Technology platforms that will be used for instruction, and other platforms that may be relevant.
 - g. Secondary traumatic stress, resilience and self-care.
9. Continue to enforce all school rules and expectations regarding student behavior, as outlined in the Student Handbook and Board Policy.
10. Follow the plan for activating the Crisis Response Team in the virtual and hybrid environments in cases of crisis intervention, including death response plans for direct support in the case of death of students, families, and staff. Post Grief/Trauma Talking Points and resources for how teachers can help grieving students in an appropriate place on the district website.
11. Provide information and resources for skill-building in areas including social emotional learning (SEL), stress reduction, trauma-sensitive and culturally- and linguistically-responsive practices and opportunities for students to socialize with peers.
12. Make contact information or a list of contacts of school and community-based mental and emotional health services and supports available to students, families, and staff in multiple formats and multiple languages, including supports for secondary trauma experienced by educators working with families processing grief/trauma/death.

The Educator will:

1. Make good faith efforts in the delivery and planning of distance learning which involves lesson planning, implementation, delivery, student assessment, and/or any work-related tasks related to the Hybrid Model.
2. Report to their supervisor serious student misuse or absence of technology of which they are aware.
3. Report disruption of online and in person learning and privacy violations.
4. Report suspicions of neglect and abuse in compliance with District policies and State mandatory reporting laws.
5. Continue to enforce all school rules and expectations regarding student behavior, as outlined in the Student Handbook and Board Policy.
6. Use only District approved platforms to communicate with students and families and to conduct any work-related tasks.

C. Working Conditions

The District will:

1. Provide functional technology, materials, and support as needed, available, and requested for educators and students. If educators need additional, relevant, equipment, they can request that equipment from their supervisor, who will evaluate and approve or deny that request. Approved equipment will be provided by the district.
 - 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 for a hybrid learning session.
 - b. Students will be assigned the Chromebook and/or charger for the school day and return it to the designated location at the end of the school day.
 - c. Provide earbuds or headphones for students who do not bring equipment from home, if needed.
2. Provide technology support for educators during working hours, related to District issued equipment and programs.
3. Provide technology support for families in their home language during day and evening hours upon referral from educators who have made good faith efforts to resolve basic problems.
4. Telephone Use
 - a. Provide guidelines for increased student/staff communication associated with the Hybrid Model of learning.

- b. No educator shall be required to use their personal phone to contact students or families.
- c. Provide educators working off-site or in a non-traditional classroom space, upon their request, a Google Voice account in order to make work-related calls. The District will evaluate account usage monthly. If the educator has not used their account, the District will notify them that their account will be disabled.

D. Work Assignments

The District and Association recognize the need for high quality instruction from highly qualified educators for the continued growth of our students. Given that TSPC is allowing for educator assignment outside of an educator's endorsement area(s) due to the COVID-19 pandemic, when misassigning a teacher the district will follow TSPC recommendations and requirements.

1. Before misassigning a teacher, the District will seek volunteers with the appropriate licensure, licensure in a related content area or related instructional experience.
2. If a teacher is misassigned, the district will provide up to twenty (20) hours of paid extended duty time for teacher prep.
3. Provide support for the misassigned educator through a primary support provider as described in the TSPC Temporary Rule 584-200-0100(3)(a), and compensate both mentor and mentee for an additional 10 hours of time spent on mentorship activities at the per diem rate.

E. Work Hours

The District and Association recognize the need to assure a sustainable workload for educators, which would include an increased flexibility for the provision of self- and family care throughout the period impacted by the COVID-19 pandemic.

1. Educators with an FTE of 1.0 will be expected to work no more than 38.75 hours per week, with a schedule that allows for some flexibility as approved by their supervisors through a collaborative process.
 - a. This will include options for access to worksites during evenings and weekends.
2. Educators whose assigned FTE is less than 1.0 will have their hours prorated accordingly.
3. The Educator's total in-school workday shall not exceed a 7.75-hour day, not including a 30-minute duty-free lunch period. Educators' starting and release time may vary depending on building and program hours, as established by the building principal. Mandated start and release times must be compatible with times during which the buildings are open to access by all staff.
4. As per section E.4 of the CDL MOU, the board has approved two (2) of the emergency closure (smoke) days already taken this year to be used as compensation for the 7.25

hours of family contact time required in the spring in order to meet ODE requirements for a third virtual home visit, and shall not require these days to be made up at the end of the school year. No other conference times outside of contract hours shall be required unless mandated by ODE.

5. Educators will not be expected to respond to email / phone calls outside of their work day.
6. Educators will be allowed to leave school 15 minutes after the end of the instructional day on Fridays and on the last working day before Thanksgiving and Christmas.
7. Hybrid bell schedules developed with input from the building Blueprint Committees shall be communicated to the Association President no later than ten days prior to beginning Hybrid instruction. Any subsequent changes to these schedules will be communicated to Association through the building representative(s) or area representative if a building representative has not been elected by the building membership. Should conditions occur which require a transition back to CDL and necessitate the development of CDL schedules, the Association and District will meet to create a process similar to the one above.

F. Workload

The District and Association recognize the increased educator workload implicit in the Hybrid Model. Likewise, both parties recognize the need to assure a sustainable workload for educators, which would include increased flexibility for the provision of self- and family care throughout the period impacted by the COVID-19 pandemic.

1. Hours worked shall include instruction, planning, office hours, required professional development, and special education, staff, department and/or grade level meetings.
2. Educators shall not be directed to participate in more than 2 hours of administration-initiated group meetings per week, including professional development and PLC/Data Team Meetings, outside of specifically designated in-service days or partial days, unless these meetings are part of the educator's primary job function, e.g. meetings for language program coordinators, special education case managers, etc.
 - a. Administrators shall notify educators of any meetings where attendance is required with a minimum of two full working days' notice, except where conditions arise that may require a shorter notice. Any meetings where two days' notice is not provided shall be considered optional for educators unless required by law.
3. Administration-initiated professional development meetings shall be recorded and posted in a predetermined location online for staff to view at a later time.
4. Regular office hours during which the educator is available to students and/or families will be established by each educator in collaboration with their administrator and posted in accordance with building and District policies. This is not considered prep time. Educators seeking an alternative to any required pre-established office hours may work in collaboration with their administrator to identify those hours.

5. The District will provide a curriculum for state-mandated English Language Development (ELD/ESOL). The district will also provide appropriate Spanish and Russian Language Development materials.
6. As per ODE, the district will inform families that the ELPA21 is opt-in for the 2020-2021 school year and is not required. The district will establish a procedure for documenting the informing of parents of their right to decline having their child participate in the ELPA21, once Hybrid instruction begins.
7. All educator workdays 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.
8. Teacher-facilitated learning will be either in-person, synchronous or asynchronous as provided in the building's hybrid model.
9. The District will attempt to provide qualified substitute teachers and substitute assistants for ½ day, full day and multiple day absences on-site.
 - a. If an educator is pulled from their prep time to cover a class because a substitute cannot be found, they will receive Extended Contract pay at their per diem rate for the time they are required to substitute.
10. 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 either adapt or remove some normal duties to make up for the additional requirements, or will approve Extended Contract pay if the normal duties are performed outside of the Educator's workday for the same length of time that was required to perform the additional tasks.
11. 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. Balance caseloads between case managers to the extent possible.
 - b. Provide more bilingual support to case managers.
 - c. Should scheduling conflicts be unavoidable in order to accommodate families, IEP meetings shall take precedence over other building and district meetings.
 - d. Collaborate with case managers on ways to collect valid and reliable progress monitoring data.
 - e. 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.

12. For the duration of the 2020-2021 school year, a minimum of 670 minutes over a 5-day week will be set aside for educators to use for the following purposes:
- a. Educator-directed time, which prioritizes lesson planning and also includes collaboration/team time and family connection time.
 - b. Educators will work collaboratively with their Supervisors should needs arise, such as IEP meetings and other small group meetings related to District/Building initiatives, to establish flexibilities within their weekly schedule to still have access to a minimum of 670 minutes of time for use as described in "a." above.
 - c. Case managers will design a schedule in collaboration with their Supervisors to set a schedule that provides necessary classroom instruction, IEP requirements as well as case management/paperwork time.
 - d. The schedule and amount of prep minutes, if any, in addition to the minimum of 670 minutes indicated above, will be determined by each building administrator in collaboration with the educators in their building. If there is no agreement, the Administrator will decide.
13. The district will provide 2 hours of Extended Contract pay at the per diem rate for educators transitioning between Hybrid in-person learning to Short Term Distance Learning, in instances of quarantine.

G. Leaves

1. The Emergency Paid Sick Leave (EPSL) provision (as previously provided under FFCRA for up to 10 working days) will be extended to the conclusion of this MOU. This EPSL provision shall be available to educators under circumstances in which they are unable to work due to the COVID-19 pandemic, including:
 - a. Diagnosis of COVID-19 or experiencing COVID-like symptoms and seeking a diagnosis.
 - b. Care of a household member or an immediate family member [1]as defined under the provisions of OFLA, who has a diagnosis of COVID-19 or is experiencing COVID-like symptoms and seeking a diagnosis.
 - c. Care of a dependent household member subject to a quarantine or isolation order from the local health authority or who has been advised by a medical professional to self-quarantine.
2. Educators will continue to accrue all leaves per the Collective Bargaining Agreement during the Hybrid Model and shall have the right to any and all leaves provided by the CBA in accordance with Articles 19 and 20. Educators shall also have access to all state and federal leave laws in accordance with the terms and conditions of such laws, including any forthcoming federal family leave which may replace the Families First Coronavirus Response Act (FFCRA).
3. The district shall honor requests for Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA), and any forthcoming federal family leave which may replace the Families First Coronavirus Relief Act (FFCRA).

4. Educators shall first utilize available state and federal paid leave programs, such as leaves provided through the Emergency Paid Sick Leave provision as described in G.1., any forthcoming federal family leave, and FMLA/OFLA, before using paid leave.
 - a. If educators are required to quarantine due to COVID-19 or COVID-like symptoms, as directed by the Local Health Authority or the District, as a result of exposure in district buildings, the district will provide the opportunity for the educator to work from home, using the Emergency Paid Sick Leave provision as described in G.1., any forthcoming federal family leave and FMLA/OFLA.
 - b. Educators who are on leave under the provisions of FMLA/OFLA (as defined under FMLA/OFLA) shall be able to use accumulated sick and personal leave.
 - c. COVID LEAVE BANK
 - i. Any member of the Association may contribute up to five (5) days of sick or personal leave to the COVID Leave bank by April 5th, 2021. Employees who would like to access the bank shall have until April 5th, 2021, to donate a minimum of two (2) days of sick or personal leave or the remainder of their sick or personal leave, whichever is less, in order to be eligible. One employee-donated day shall be used for every two District-contributed paid leave days. If the COVID Leave bank is exhausted before the end of the 2020-2021 school year, the Association may open the COVID leave bank for a second round of donations. The District will continue to match days on a two to one basis.
 - ii. This leave bank will be in existence until the end of the 2020-2021 school year, at which point any unused employee-donated days will be rolled into the WEA sick leave bank. Participating employees who qualify for FMLA/OFLA related to COVID will be able to access the COVID Leave Bank for the remainder of the 2020-2021 contract year.
 - iii. Employees may use leave in half day increments in order to cover in person instruction that they cannot perform due to leave. Employees will remain in paid status for portions of the day where they can perform their duties remotely.
 - iv. Bargaining unit members will exhaust their accumulated leaves before accessing the COVID Leave Bank. COVID related OFLA/FMLA requests will be paid out of the COVID Leave Bank. Bargaining unit members who are offered distance learning opportunities but take leave instead of performing those duties will not be able to access the leave bank for that portion of their leave for which they were offered distance learning opportunities.
 - d. Educators who do not qualify for a leave category listed above and are not eligible for assignment to duties that can be performed from home, as determined by the building administrator, can apply for unpaid leave and will be allowed to return under the provisions of Article 20, Sections E and F of the CBA.
 - i. If an educator requests unpaid leave it will be for the duration of the 20-21 school year, based on an educator's last scheduled work day according to the district-approved calendar or June 30, whichever comes first.
 - ii. If an educator requests unpaid leave, they must make the request to their building administrator by March 19, 2021.
 - iii. Educators on unpaid leave under this category may remain in their current insurance program by pre-paying their insurance premium to the business office by the 15th of each month for the duration of their unpaid leave.

- iv. All educator pay and benefits shall resume to normal upon the ending of their unpaid leave, defined as the day after the date in 4.c.i.
 - v. Educators who take unpaid leave are not precluded from applying for summer school positions.
 - e. Any leave that is taken by an educator due to COVID-19-related illness shall not count toward any determination of excessive leave for disciplinary purposes.
5. The District will engage in the interactive process with high-risk individuals based upon medical information to determine needed accommodations for either onsite work or fully remote work, if deemed a necessary accommodation by the employee's medical provider.
6. In cases where substitutes will not be provided or required, educators may take sick or personal leave in 0.5 hour increments.

H. Evaluation

Educator evaluations will be conducted in accordance with ODE's 2020-2021 Educator Evaluation Guidance, and the recommendations of the joint District/Association Evaluation Committee. Should new ODE Guidance appear during the life of this MOU, the joint District/Association Evaluation Committee will meet to integrate the new Guidance with the Woodburn Education Evaluation Manual (WEGES Handbook) subsequent to any bargaining obligations being fulfilled between WEA and WSD.

The District will:

1. Evaluate educators based upon at least two observations and other relevant information developed by the district per ODE Educator Evaluation Guidance 2020-2021. (Available on the Staff Portal at www.woodburnsd.org).
2. Not submit final effectiveness ratings for the 2020-2021 SY contract teachers within the Principal and Teacher Evaluation Data Collection, regardless of an educator's assignment. (CDL/LIPI/Hybrid).
3. Emphasize engagement and social, emotional and behavioral health rather than purely academic measures.
4. Focus on fewer performance standards and take a formative stance.

I. Learning Outside

The District at this point is not planning to implement a formal Learning Outside program. If the District desires to implement a formal plan, the District and the Association will bargain regarding such plans and their associated working conditions before implementation.

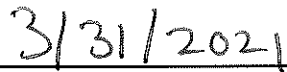
J. General Provisions

1. As Woodburn metrics move closer to those which, according to ODE Guidelines, allow for a transition to full in person instruction, the District and the Association will meet approximately 3 weeks prior to the estimated start date to collaboratively plan for a smooth and safe transition, including, but not limited to, communication with educators, Blueprint transitioning, and community outreach.

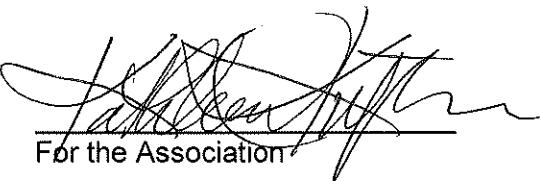
2. As Woodburn metrics move closer to those which, according to ODE Guidelines, would require a transition back to CDL, the District and the Association will meet as soon as the district is made aware of the need to transition in order to collaboratively plan for a smooth and safe transition. This planning would include, but is not limited to, communication with educators, providing non-teaching time to access the building and materials to deliver CDL instruction, Blueprint transitioning, and community outreach.
3. If ODE provides additional guidance that is contrary to this MOU for the 20/21 school year, WEA and the district will discuss the implementation of such guidance.
4. This agreement is non-precedent setting and shall remain in force throughout the period of Hybrid Model learning due to the COVID-19 pandemic, and until such time as schools are no longer engaging in CDL, Hybrid, or short-term distance learning of any kind that is related to the COVID-19 pandemic, or at the conclusion of the 2020/21 work year, whichever occurs first, unless the parties mutually agree to extend the agreement.



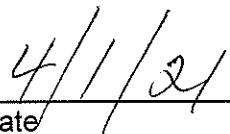
For the District



Date



For the Association



Date