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MEMORANDUM OF UNDERSTANDING

Between

WOODBURN EDUCATION ASSOCIATION

And

WOODBURN SCHOOL DISTRICT

The Woodburn Education Association (WEA) and the Woodburn School District (WSD) acknowledge and enter into the Memorandum of Understanding regarding the changed working conditions, leaves, work expectations, workload, working hours and educator evaluations during the COVID-19 Pandemic when WSD is implementing a Comprehensive Distance Learning (CDL) Model.

As a foundation for successful learning of our students during home-based comprehensive distance learning, our schools have a critical responsibility to establish a plan for the 20/21 school year. 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 infection rates and 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, we know that among the workplaces with the largest outbreaks are food/agricultural sites which deeply impacts particular communities, including Woodburn families and students.

Therefore, WEA and the District have negotiated agreements in the following areas:

**A. Safety**

The District will:

1. During CDL the District will offer the option, upon educator request, to work from a classroom/teaching space, while following all safety protocols and requirements to work on-site. For work that requires educators to be on-site, the District will first seek volunteers before assigning the work. The District will not require an educator to work on-site if the work they are performing can be done remotely.
2. Follow all guidance from the Ready Schools, Safe Learners and the Local Health Authority (LHA), as the LHA follows guidance from the Oregon Health Authority and the Centers for Disease Control. This includes requirements regarding safe operation of school facilities and dictates the use of appropriate PPE, which the District will provide to educators working on-site.
3. Designate an Administrator as COVID-19 Point of Contact within each building's safety committee to ensure compliance.

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- a. Accept the nomination of an Association designee to partner, collaborate and share information as approved by local health authorities, to improve safety in each worksite.
4. Communicate to the Association President, within one working day after receiving approval and direction by Local Health Authorities, any exposures within the district. Communication 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.
5. Will work with community partners to provide "free testing" to educators who are working on-site and provide information on how to access this free testing. Should no community partner wish to provide "free testing sites", the District will identify how to access other testing sites. If a potential exposure is identified within a building, the District will reimburse all educators working onsite required by Local Health authorities to be tested for any out-of-pocket expense, such as copays and co-insurance, incurred for testing.
6. Will not allow educators who have been identified by the Local Health Authority as needing to quarantine to work on-site.
7. Not allow educators that have a COVID-like symptoms, as defined by the LHA, to work on-site until 24 hours without a fever (not under medication) or until the symptoms have resolved themselves.
8. Not require educators who self-identify as high risk or who live in households with high risk or medically fragile individuals, to work/learn/participate in meetings and PD on site or in person, or to perform duties requiring contact with non-household members. The District will honor requests for FFCRA/FMLA/OFLA leave and will also engage in an interactive process with 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.
9. Provide initial safety training for educators and for District-identified substitute staff, including education about sanitizing, handwashing, proper use and fitting of face coverings/face shields and other PPE, social distancing, etc. at the beginning of the school year, and prior to a change in the model (i.e. move to a Hybrid model). The District will also offer refresher training at the beginning of each quarter and as violations of safety protocols are identified.
10. Provide required PPE, per ODE, OHA, CDC guidance, as well as classroom disinfectant, sanitation kits and other safety items to comply with the ADA. (i.e. face masks, tissues, etc.)
11. Provide N95 masks, if available, for high-risk educators who, while they will not be reporting on-site, may need, on occasion, to retrieve materials from their classroom.
12. 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.

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- d. Use visual aids to illustrate traffic flow, appropriate spacing in areas of possible mixing such as copy rooms, main office, and entry ways.
13. Regularly disinfect frequently-touched surfaces and areas throughout each building and use a documentation/tracking system/checklist for each building.
14. Where available, Provide windows that open to the outside and provide 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 their equivalent system is not provided.
15. Install plexiglass barriers in high volume areas (as defined in Ready School, Safe Learners) in which staff has contact with others.
16. 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, screening) etc.
  - a. Volunteers will not be present on-site.
  - b. 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.
17. Health status of all educators working on-site will be monitored, through specific contact tracing sheets, protocols and guidelines. Use of information gathered will be limited to sharing with Local Health Authority (LHA) for use in contact tracing.
18. Follow all ODE requirements to coordinate with the Local Health Authority (LHA) regarding COVID-19 exposure notification and ongoing mitigation efforts.

The Educators will:

1. Follow the specific guidelines and utilize the resources provided by the district (or their own resources at their option should they fit the guidelines) during the COVID-19 Pandemic for the implementation of the comprehensive distance learning (CDL) model.
2. Observe all safety protocols and use PPE provided by the District (or their own PPE, at their option, should it comply with the guidelines)
3. 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 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.
4. 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.
5. Not be required to physically deliver/retrieve materials to/from students' homes, however they may volunteer to do so.
6. Follow all protocols and requirements for contact tracing.

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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.)

## **B. Work Expectations**

The District and the Association will:

1. Continue District Liaison, Site Based Liaison, Operational Blueprint for Reentry Team(s), and Professional Issues Committee meetings to assist with ongoing communication and collaboration.
2. Collaborate regularly to create an effective and timely system of communication and decision making for CDL 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(s) for Reentry.
3. Collaborate to engage students, families, community-based organizations, tribes (or other indigenous affiliations), and other partners in planning and equity-based decision-making that include community, family, educator and student voice, using oral, print, and/or digital communication, and use it to make ongoing adjustments to CDL 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. Provide educator training related to Social Emotional Learning.
2. 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 treat information obtained from educators' homes with the same confidentiality that they would any educational or employment records.
3. 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.
4. 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.

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- 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. Culturally responsive sustaining 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, resiliency and self-care.
5. Continue to enforce all school rules and expectations regarding student behavior, as outlined in the Student Handbook and Board Policy.
  6. Follow the plan for activating the Crisis Response Team in the virtual environment in cases for crisis intervention, including death response plans for direct support in the case of death of students, families, and staff.
  7. Provide information and resources for skill-building in areas including curriculum on social emotional learning (SEL), stress reduction, trauma-sensitive and culturally- and linguistically-responsive practices and opportunities for students to socialize with peers.
  8. 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.

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 CDL.
2. Report to their Supervisor student serious misuse of technology of which they are aware.
3. Report to their Supervisor disruption of online 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. 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.
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

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- a. Provide guidelines for increased student/staff communication associated with Comprehensive Distance Learning.
  - b. No educator shall be required to use their personal phone to contact students or families.
  - c. The District will provide educators, 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.
5. Provide classroom spaces with connectivity for educators to use within district buildings, should they request them. Use of classroom spaces should be for, but not limited to: teaching, prep, and telephone and work related internet use.
  6. Not restrict an educator's location as long as they have connectivity and an environment conducive to virtual learning.

The Educator Will:

1. When working onsite, follow all District policies and protocols related to being present on District property.

#### **D. Work Assignments**

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 requirements.

1. Before misassigning a teacher the District will seek volunteers with the appropriate licensure or experience.
2. If a teacher is misassigned, the district will provide up to twenty (20) hours of paid extended duty time for teacher prep.

#### **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.
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. Should the district or building administrator require educators to work longer than 7.75 hours in a day (due to a residual 7.25 hours of family contact time related to changes in the 2020-2021 educator calendar, adopted 8/4/2020), the district shall notify educators

of the date(s) in writing no later than December 15th, 2020. The board shall approve two (2) of the emergency closure (smoke days) days already taken this year to be used as compensation for an additional 7.25 hours of family contact time that will be required outside of contract hours in the spring in order to meet ODE requirements for three (3) virtual home visits, and shall not require these days to be made up at the end of the 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.

#### **F. Workload**

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 (outside of specially designated in-service days or partial days). Administrators shall notify educators of any meetings where virtual or in-person 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 have been established by the CDL Team 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 the 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. All educator workdays will remain in place.
7. The District will provide a substitute or assign additional duties to a qualified colleague for any educator who is on leave, if needed.
8. 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 ~~is~~ are performed outside the educator's workday for the same length of time that was required to perform the additional tasks.
9. When a Special Education teacher has a concern about their caseload, bilingual support, paperwork requirements and 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

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- 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. Provide a one-time set material stipend for case managers of \$150, to be paid in the November paycheck.
  - f. 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.
10. For the duration of CDL or the end of the 2020-2021 school year, whichever comes first, 580 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 580 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.

## **G. Leaves**

1. FFCRA leave provisions will be extended to February 1, 2021
  - a. The Emergency Paid Sick Leave provision (under FFCRA), will be extended to the end of the 2020-2021 school year.
2. Professional educators will continue to accrue all leaves per the Collective Bargaining Agreement during CDL 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. This includes the Families First Coronavirus Response Act (FFCRA).
3. Educators shall first utilize available state and federal paid leave programs, such as leaves provided through the Families First Coronavirus Act (FFCRA), 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, use FFCRA, or the district will provide FFCRA-equivalent leave.
  - b. Educators choosing to use the FFCRA family leave at  $\frac{2}{3}$  pay may supplement the remaining  $\frac{1}{3}$  of their monthly income with their accumulated leave.
  - c. 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.
4. In cases where substitutes will not be provided or required, educators may take sick or personal leave in 0.5 hour increments. This provision is effective October 28, 2020.



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## **H. Evaluation**

In accordance with ODE's Educator Evaluation Guidance, the Association and the District will convene a joint evaluation committee by October 9, 2020 with the purpose of revising the evaluation process during Comprehensive Distance Learning. In accordance with SB290, any redesign of evaluation procedures shall be done collaboratively with the three groups required by law: educators, administrators, and the exclusive bargaining representative(s) of the teachers.

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](http://www.woodburnsd.org))
2. Not submit final effectiveness ratings for contract teachers within the Principal and Teacher Evaluation Data Collection for 2019-20 and 2020-21.
3. Inform educators that Student Learning & Growth Goals can 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. Limited In-Person**

Both the district and the association recognize the *optional* Limited In-Person Instruction Guidance issued by ODE. Both sides also recognize the uniquely high COVID-19 rate in the Woodburn 97071 ZIP code, as reported by Marion County and the associated risks of danger of COVID-19 exposure for educators and their families, students and their families, and the Woodburn community at large. Therefore, besides all of the agreed conditions in the CDL portion of this MOU (Sections A-H, and J), WSD and WEA agree to the ADDITIONAL following conditions for educators participating in Limited In-Person Instruction:

The District and Association:

1. Have established a Limited In-Person Instruction Committee to identify needed areas of Limited-In Person Instruction. This committee will continue to meet as needed throughout CDL to make further LIP recommendations to the District.

The District will:

1. First ask for Volunteers for Limited In-Person Instruction before assigning the work.
2. The Talent Acquisition and Staff Retention Administrator will email an optional participation survey, created in collaboration with the Association to all appropriately licensed educators with a request for volunteers and copy the program or building administrator and Association president.
3. Disclose to families and educators in their native language the risks associated with and the optional nature of Limited In-Person Instruction.
4. Not require families to sign waivers of rights of students and families in the case of COVID-19 exposure at school.
5. Gather, evaluate and employ, when necessary or needed, family and educator feedback to make ongoing adjustments to Limited In-Person Instruction based on that feedback
6. Follow and communicate to participating educators all of the conditions and safety requirements of the specific ODE Limited In-Person Guidance.
7. Restrict the Limited In-Person Instruction to predetermined locations. Access shall be limited to a single entry point designated for use only by those participating in Limited

In-Person Instruction. Educators who are normally assigned to the predetermined location, but not participating in the LIP will have the option to be assigned a classroom in another building upon request, in order to access District resources for CDL.

8. Prohibit use of playground equipment, unless it is disinfected between uses.
9. Follow all requirements in Ready Schools Safe Learning plan regarding physical distancing while on school bus.
10. Document intentional student behavior that could spread infection and respond with measures that ensure educator safety.
11. Follow the direction of ODE regarding the number of students and cohorts in Limited In-Person Instruction.
12. Establish, follow, and train all staff and relevant parties on a uniform process for safe student reentry into a classroom after a room clear.
13. Reimburse educators working on site for co-pays related to COVID testing due to an exposure from working in Limited In-Person.
14. All meetings will have a virtual attendance option.
15. Additional PPE will be provided, including but not limited to masks, face shields, gowns and gloves.
16. Provide adequate spacing, as outlined in Ready School Safe Learners, within the instructional area to allow for a minimum of 6 feet of distance between people to the maximum extent possible. Shields or barriers will be provided in circumstances such as administering assessments.
17. Allow educators involved in Limited In-Person to request, with three weeks advance notice to their supervisor, a two week period away from the building to prepare for life events (like a wedding). Requests will be evaluated against the resources available to support students. Educators will be allowed to utilize this provision once per semester.
18. Hold in abeyance educator evaluations related to educator performance in Limited In-Person Instruction.
19. Not be required to physically deliver/ retrieve materials to/ from students' homes, however they may volunteer to do so.
20. Provide a childcare option for school age children for staff working on site in LIPI.
21. If an educator is participating in LIPI, duties not associated with LIPI will be reassigned at a percentage that is equal to the amount of the educator's work week that is spent in LIPI.

The educator will:

1. Reply to the participation survey from the Talent Acquisition and Staff Retention Administrator to request to volunteer to work on-site as part of Limited In-person Instruction.

#### **J. General Provisions**

1. As Woodburn metrics move closer to those which, according to ODE Guidelines, allow for a transition to the Hybrid Model, 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. 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.
3. This agreement is non-precedent setting and shall remain in force throughout the period of home-based Comprehensive Distance Learning due to the COVID-19 pandemic, and

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until such time as schools are no longer engaging in CDL 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.

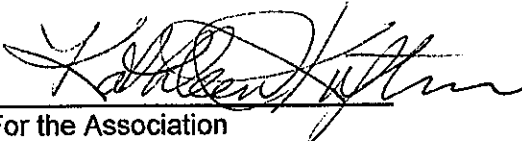
4. The parties agree that they will continue expedited bargaining related to entry into the hybrid model, including mediation if they are unable to resolve all issues. The parties mutually agree that the ninety (90) day expedited bargaining period will begin on the date of execution of this agreement.



For the District

11/12/2020

Date



For the Association

11-12-2020

Date