

2020-2021 Reopening of School Under the COVID-19 Pandemic

Memorandum of Understanding

This agreement is between the McMinnville School District (District) and the McMinnville Education Association (Association), together, “the parties.” The existing collective bargaining agreement remains in full effect. The anticipated duration of this MOU is for the 2020-2021 school year. The District and the Association together recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators who work with students every day, and the greater community. The parties agree that the school year will begin using a Comprehensive Distance Learning model, and when conditions allow, transition to some form of **hybrid and/or** in-person education.

I. COMPREHENSIVE DISTANCE LEARNING—WORKLOAD

A. In order to provide for educator retention and success, the workload under Comprehensive Distance Learning shall include the following:

1. Professional educators have full access to classrooms or offices for conducting online or Limited In-Person instruction/student support for any educator who chooses to work on-site. **Educators who work in their classroom will be responsible for cleaning the touchpoints they come into contact with while in their classrooms. Supplies for cleaning will be provided by the District. All staff who choose to work from their classroom will follow all building guidelines as established by the building re-opening plan and training provided to all staff.**
2. No educator shall be REQUIRED to work in classrooms/offices **to deliver Comprehensive Distance Learning. Some staff may be assigned to provide limited in person learning.**
3. **If the District decides to offer Limited In Person Instruction (including assessment and other duties assigned to licensed staff), the District will contact unit members from the affected building or District-wide (e.g., special education assessment staff) who have the required licensure, experience and training ("potential candidates") and solicit volunteers. The District retains the right to choose from among volunteers, or to assign one of the potential candidates if no potential candidate has volunteered or to assign a candidate other than the volunteer based on licensure and experience (such as in the case with students requiring feeding or certain orthopedic requirements that general licensed staff may not be trained in).**

Potential candidates who have a COVID-related medical issue affecting themselves or a family member living in their home shall contact their supervisor, provide medical verification, and participate in an interactive meeting with Human Resources to determine what reasonable accommodations would enable the employee to do the assigned work, including possible state, federal or CBA leave if no other reasonable accommodations are possible.

4. Social Workers, School Counselors, School Psychologists, Nurses, and Speech Language Pathologists will provide a combination of collaboration, consultation, and virtual services for

students and families consistent with the privacy and safety guidelines of their state licensing boards and the District.

The District will provide professional development specifically relevant to non-classroom educators (e.g. School Psychologists, and SLPs) that includes new content focused on remote learning collaboration possibilities, social and emotional supports for students, parents and educators.

II. COMPREHENSIVE DISTANCE LEARNING—PERFORMANCE

1. Professional educators are not responsible for student misuse of technology or “virtual” misconduct (behaviors during zoom meetings, on chat boards, during peer to peer learning, etc.).
2. **The District and Association will convene a joint committee in Sept 2020, to review the evaluation process, and make any recommendations for change to the Superintendent and School board for consideration during the November Board meeting.**

V. ON-SITE WORKING CONDITIONS

For those educators who will be providing Comprehensive Distance Learning or Limited In-Person Instruction from their classrooms or offices, the District shall:

1. Provide appropriate “workplace provisions” of PPE **as established by the MSD re-opening plan**, which will include ~~N95~~ daily face coverings, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials **as applicable**.
2. Contact tracing protocols of all individuals working within a building site will be utilized each day.
3. **The District will provide leaves according to the collective bargaining agreement and state and federal laws.**
4. **As directed by OHA and the YCPHO the District will notify professional educators of any confirmed case of COVID-19 within that building. Notification shall include identification of the steps that have been taken/will be taken to sanitize the area before staff are allowed to report back to the facility.**
5. **Contact tracing protocols of all individuals working within a building site will be utilized each day.**
6. **The District will publish its Emergency Pandemic Procedures document on the website for access by staff.**

- 7. Any member who may qualify under ADA due to increased health risk will be asked to provide medical verification, invited to an interactive meeting and will be involved in a discussion of possible reasonable accommodations that will allow the member to continue to perform his/her assigned work**