

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 **or until the District moves into a hybrid learning model, defined as one in which any grade level is learning both in-person and on-site, whichever comes first.** 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 learning model 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. Licensed staff will not be required to perform additional custodial duties. 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 instruction (LII) learning.**
3. **If the District decides to offer Limited In Person Instruction, it will do so according to ODE requirements (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.

Educators who have a COVID-related medical or childcare issue affecting themselves or a member of their household and have been directed to provide Limited In-Person Instruction shall contact their supervisor, provide medical verification (if appropriate), and participate in a joint HR/Association meeting at the educators request to determine what accommodations and alternatives may be provided. The intention of such a meeting is to keep the professional educator employed and find alternatives to them being forced into a leave situation. Any sub-contracting shall be limited in responsibility and duration to the Limited In-Person Instruction needs.

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. The District will survey all staff quarterly regarding professional development needs and incorporate the survey feedback into planning for professional development activities.

5. The District will checkout Chromebooks and make Google voice numbers available to staff who request them for use in contacting school district families from their residence. Other technology items may be checked out by staff with pre-approval by the building principal in coordination with the IT Director. Staff who require other technology access which cannot be checked out can work from their classroom.
6. The parties agree that Comprehensive Distance Learning will require additional educator preparation/planning time in order for educators to produce quality curriculum and offer feedback and connection to students. Therefore, professional educators shall have increased prep time during Comprehensive Distance Learning. Every educator shall have a minimum of 45 minutes within the student contact day. Professional educators that are working less than 1.0 FTE will have a prorated amount of professional and planning time based upon the professional educator's percentage of full-time work.
7. Educators who provide special education services shall have increased preparation time above the regular preparation time during Comprehensive Distance Learning. Professional educators with a special education assignment shall be granted extra preparation time, of no less than a weekly average of twenty-five continuous minutes per day. This time is to be used for case management, testing, meeting with parents and administrators, and for IEP-related meetings.

- 8. Educators who provide special education services will have dedicated collaboration time with the instructional assistants who support their students at least once per week during comprehensive distance learning.**
- 9. Educators who are part of the Dual Language program shall not be required to translate materials outside of their own classroom materials without compensation for their translation time. All additional compensation time will be paid at the District Translator rate and must be pre-approved by the building administrator.**
- 10. Educators who are “mis-assigned” under TSPC temporary guidelines for the 2020-21 school year will be offered a mentor who is experienced in the area of their mis-assignment to assist them with preparing for content in their assigned area.**

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. In all instances, professional educators’ compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.~~
3. The District and Association will convene a joint committee in Sept 2020, to review the evaluation process, utilizing the Department of Education guidance to assist them in revising the evaluation cycle, for both contract and probationary educators and make any recommendations for change to the Superintendent and School board for consideration during the November Board meeting.
- ~~4. No observations done prior to the November Board Meeting 1, 2020 will be counted as formal observations to meet the requirements of the evaluation procedure.~~
No observations before the revised evaluation procedure has been finalized in November will be used as part of the evaluation process unless by request of the professional educator.
5. Recorded lessons may be reviewed by building administrators but would be used only to initiate a conversation with the teacher about synchronous or asynchronous instruction being provided and to offer assistance, except in cases where board policy was being violated. Subsequently, the supervisor would review the recording to determine if suggested changes were being implemented, or whether additional direction and/or assistance was required.

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 LPHA (local public health authority) 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. **The District will publish its Emergency Pandemic Procedures document on the website for access by staff.**
6. **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.**
7. **In order to make safety a priority, when an administrator is made aware that someone who has physically worked in the building is self-quarantined due to Covid-like symptoms and awaiting the results of a Covid test, the administrator will notify their staff who have had direct contact with the self-quarantined person of such an event. The administrator will not share the name of the person who is self-quarantined. Upon receipt of confirmation of a COVID-19 case within a building, the District will notify the professional educators assigned to that building within 24 hours.**

VI. CHILDCARE

The District shall continue to run the existing Bear Hugs Program for educators who need childcare for infants, toddlers and preschoolers. The District shall encourage community daycare providers to provide options for childcare to MSD educators.