

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 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. **All staff who choose to work from their classroom will follow all building guidelines as established by the building blueprint and training will be provided on these guidelines to all staff.**
2. No educator shall be REQUIRED to work in classrooms/offices **to deliver Comprehensive Distance Learning. Some staff may be assigned Limited In-Person Instruction as per #3 below.**
3. If the District decides to offer Limited In-Person Instruction during Comprehensive Distance Learning, the **District will solicit volunteers to provide the Limited In-Person Instruction first. If no volunteer can be found, or if the position requires special licensure, the District may direct an educator to provide the Limited In-Person Instruction. If the professional educator deems it unsafe to provide Limited In-Person Instruction or has care responsibilities for a household member, then the District will search out other options such as bringing in a substitute or contracting out that limited service while the educator continues to provide CDL. Any sub-contracting shall be limited in responsibility and duration to the Limited In-Person Instruction needs.** professional educators who will be providing the instruction will be volunteers only. No professional educator will be required to offer In-Person Instruction until the metrics listed in section VII below have been met.
- ~~4. Educators willing to hold Limited In-Person Instruction will be offered additional compensation in the amount of twice the educators’ per diem rate as “hazard pay.”~~
5. The District will provide ample curriculum, supplemental resources, and additional educational tools (eg. document camera, webcam, virtual phone number, etc) for professional educators. Educators may check-out currently available technology for use at their personal residence.

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6. The District shall provide either a stipend or hotspot for high speed internet service.
7. The regular workday shall be from 8-4PM consisting of eight (8) hours, which includes a thirty (30) minute duty free lunch and two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon **between the hours of 7:30am and 4pm.**
8. Wednesdays shall include:
 - a. Required administrator meetings such as faculty meetings to not exceed 55 minutes per week. This does not include emergency “stand up” meetings or IEP/504 meetings.* These meetings will happen the first half of the day on Wednesdays. Faculty meetings will be recorded and made available for those educators that work a flexible schedule.
 - b. At least one half hour of synchronous learning opportunities for students.
 - c. Educator-driven collaboration team time

*Wednesdays are a priority day for IEP/504 meetings when possible

9. Professional educators may voluntarily establish flexible work hours outside the regular workday to accommodate working with parents, other district staff, and home obligations (including childcare responsibilities). **Administration shall be notified of any flexible schedule needs at two weeks in advance, when possible.** Educator hours shall be published in advance and remain as consistent as possible so that parents and educators can establish daily routines with students. **Parents and students shall be notified of any flexible schedule needs two weeks in advance, when possible.**
10. Professional educators shall have a minimum of 3.5 **continuous** hours per day of educator-directed professional time, including planning time, to perform the tasks necessary to make Comprehensive Distance Learning (CDL) possible for students in the 2020-21 school year. This educator-directed time will be flexibly used by professional educators for:
 - a. The creation of digital lessons and activities **(90 min)**
 - b. The assessment of student performance **(30 min)**
 - c. Providing actionable feedback to students **(30 min)**
 - d. Gathering, entering, and tracking data; reading and responding to internal emails **(30 min)**
 - e. Communication/outreach to students and families **(30 min)**

* The above list is not meant to be comprehensive but is representative of the regular duties that professional educators must complete on a daily or weekly basis as a part of their teaching load/case load. This time does not include instruction time, office hours, grade level/dept collaboration or administrator/District directed activities such as staff meetings or professional development. This is primarily meant to address the workday issues for our general education teachers.

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11. The District shall provide Professional Development during the educator workday for differentiated learning opportunities for staff. The District and Association representatives shall meet to jointly plan the content topics for these opportunities. (Sample topics: Best practices for video/distance learning, addressing students in crisis-situation, how to identify abuse circumstances in a virtual setting, assessment and grading expectations during Comprehensive Distance Learning, etc.)
12. Access to trained substitutes for educators who need to access leave. If the substitute is a current member, the workload of that individual will be reduced proportionally.
13. Daily student access to Teacher-Facilitated Learning and/or Applied Learning opportunities, as well as planned student time for nutrition and wellness.
14. At least one synchronous learning opportunity, selected by the professional educators, (office hours, question and answer period, phone calls, etc.) will be available to students on a daily basis.
15. Educational content such as asynchronous videos and resources shall be front-loaded by 9:00am each day, for that day or by 9:00am on Monday for weekly work.
16. Educator office hours will be posted publicly for students and families to access (including the process to request and schedule translation services as needed).
17. Educators will be encouraged to offer student choice and differentiation to learning opportunities. The District shall support this practice by making available paper materials (in language of instruction) as well as books, art supplies, pencils, manipulatives, science kits, and other supplies and consumables as determined by grade level to support all students, including students receiving Special Education services. The District shall make the materials available at school-based food-distribution sites and/or deliver directly to students' homes when transportation to sites is an obstacle.
18. Educators who are part of Dual Language instruction shall be provided:
 - a. Materials in their language(s) of instruction.
 - b. Their hourly rate for translating materials when the materials are not provided to the educator.
 - c. A clarification of the emphasized/required core curriculum standards that are adjusted to the reality of the CDL models of instruction.
 - d. Professional development in the language of instruction that educators must present to students.
19. 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. Scheduled appointments can be conducted virtually or by phone, based on the professional judgement of the professional educator.

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20. **In addition to other District-provided professional development,** 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, evidence based tele-therapy techniques, and how to provide effective parent training and coaching online, **in order for parents to support their children at home during CDL.**
21. Professional educators that are working less than 1.0FTE will have a prorated amount of professional and planning time based upon the professional educators' percentage of full-time work. In the event that the professional educator perceives an inequitable distribution of workload for their FTE, a review committee consisting of the immediate supervisor and an Association representative will review the workload and resolve the situation.

B. Special Education professional educators shall be entitled to the following:

22. A minimum of 4.5 hours per day of educator-directed professional time to perform the tasks necessary to make Comprehensive Distance Learning (CDL) possible for students in the 2020-21 school year. That educator directed time would be flexibly used by professional educators for:
 - a. Individual planning
 - b. Communication / outreach to students and families
 - c. Monitoring online apps, adjusting instruction, providing feedback to students
 - d. Progress monitoring and data collection
 - e. Communication with general education; reading and responding to internal emails
 - f. Paperwork

*The above list is not meant to be comprehensive but is representative of the regular duties that special educators must complete on a daily or weekly basis as essential components of a part of their teaching load/case load. This time does not include instruction time, office hours or administrator/District directed activities such as staff meetings and professional development.

23. A thirty (30) minute duty free lunch per the CBA.
24. Special education educators will be allocated three (3) hours once a week to collaborate with instructional assistants assigned to support their students. In order to support this time, professional special education educators will not be expected to perform Teacher-Facilitated learning that day.

II. COMPREHENSIVE DISTANCE LEARNING—PERFORMANCE

1. The District recognizes that distance learning is a new method of instruction for many of our professional educators. For that reason, professional educators are expected to make good faith efforts in the delivery and planning of distance learning.

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2. 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.).
3. In all instances, professional educators’ compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.
4. The District and the Association agree to ~~suspend~~ **utilize** the evaluation cycle, for both contract and probationary educators, to the extent it is applicable. ~~until a return to in-person education is able to resume.~~
5. **The District and Association will convene a joint committee to review and revise the evaluation matrix with the purpose of identifying areas of emphasis within the rubric that are applicable during CDL. If the committee cannot come to agreement, the District agrees to put the evaluation process into abeyance for the CDL portion of the 2020-21 school year. Evaluations may resume when in-person learning resumes for all.**
6. **The District will provide appropriate professional development and training in evaluation of CDL to all building administrators, including evidence of inter-rater reliability and calibration.**
7. **No observations before November 1st will be used as part of the evaluation process unless by request of the professional educator.**
8. Educators who were on a plan of assistance prior to the March 13, 2020 closure, or who would have been put on a plan of assistance due to receiving an unsatisfactory rating(s) on their 2019-2020 evaluation, will be held in abeyance until regular in-person instruction resumes, unless the parties mutually agree to hold a meeting to implement a plan virtually during Comprehensive Distance Learning. If the parties agree to hold the implementation meeting virtually, those educators will not be assessed for progress under the plan of assistance until regular in-person instruction resumes. Educators may continue to engage in professional development and other supports offered in connection with a plan of assistance during the closure.
9. As a professional courtesy, administrators shall provide no less than 24 hour notice before observing a unit member during live video instruction or visiting chat boards, Google Classrooms, or other educational platforms.
10. Educators will be grouped into collaborative teams for the purpose of professional planning, problem solving, curriculum development and supplement, pacing, and support for the 2020-2021 school year. These collaborative teams will replace data teams for the 2020-2021 school year. Composition of the teams shall be determined by naturally defined groups, such as site-based grade levels or subject areas and will be driven by content standards and CDL requirements. If an educator feels as if their Team placement is not conducive to their students’ success, they may opt into a different Team.

Teams may amend District pacing calendars to meet the needs of their students. Collaboration teams may also determine selection and use of supplementary materials to assist their students in meeting standards, based on their professional judgment.

III. MIS-ASSIGNMENTS

1. When the District is considering an involuntary transfer to a “mis-assignment” to fill an open position, they shall consider the TSPC “satisfactory” steps in totality. Any volunteers shall be placed before involuntary transfers into a mis-assignment.
2. Any educator transferred into a “mis-assignment” shall have access to district provided professional development and curriculum for their new assignment.
3. At the request of the professional educator, a peer mentor shall be assigned. The mentor and mentee shall be compensated at their per diem rate for up to 8 hours per month.
4. Professional educators holding a mis-assignment position shall be given no more than two (2) preps at the secondary level for the year.

~~IV. COMMITMENT TO EQUITY~~

~~The District and Association agree that in order to properly serve the McMinnville community and meet student needs, the District shall:~~

- ~~1. Secure partners and resources to respond to the basic needs of students and families (e.g., food, shelter, clothing, mental/social/emotional health supports).~~
- ~~2. Provide students and families access to online learning (e.g., digital devices per/student rather than per/family, internet access, technology support).~~
- ~~3. District and Association representatives shall meet together to create and distribute a set of guiding principles for educators in order to assist them in prioritizing Limited In-Person Instruction appointments.~~
- ~~4. Provide ongoing community training for parents on using all necessary learning and accountability platforms, tutoring methodology, and content to help them better assist their students in the educational processes.~~
- ~~5. Host monthly community meetings targeting vulnerable populations. The purpose of these meetings is to provide information and gather information on the needs of the communities.~~
- ~~6. Provide support for families, including technology support, in their home language. Supports will include interpretation services provided by video, if requested by a family or educator. Any educator providing interpretation services will be compensated at their hourly rate.~~
- ~~7. Provide dedicated building level staff teams to consistently support at-risk students, students who had limited or no access to instruction during the spring 2020 school closure, and students who have been out of contact with their teacher. Members of the team should include bilingual staff.~~

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- ~~8. Mitigate risks for immigrant students and families who may be undocumented. For example, in contact tracing, use secure student school IDs in lieu of student names.~~
- ~~9. Publish specific communication plans to avoid marginalization of families where English is not a first language, and opportunities for parent feedback in all school community languages.~~
- ~~10. Provide Extra Duty Pay or dedicated time during the workday for educators to implement programs and affinity groups that build on student strengths (e.g., Title VI Indian Education Programs, and clubs such as MEChA, Black Student Unions, and LGBTQ2SIA+ focused groups).~~
- ~~11. Provide Professional Development within the regular workday for differentiated learning opportunities for staff. The topics shall be determined jointly between the District and Association. (Sample topics: Building relationships, social emotional wellness, and navigating differences across culture, power, and privilege, Creating healing and relationship-building norms, such as community and restorative circles (virtually), mindfulness, and social emotional learning activities.)~~
- ~~12. Advertise prominently to students, parents, and educators hotlines and mental health referral sources to address the growing need.~~

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, which will include N95 daily face coverings, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials.
2. Equip each room with appropriate ventilation systems like air filtration systems designed to trap contaminants such as the COVID-19 virus, as defined by the American Society for Health Care Engineering MERV measurement scale.
3. Provide and post in each room a signed check-sheet of sanitization requirements performed. The check sheet shall list the date and time the room was sanitized, who sanitized the room, what was done, and how much time was spent in the room sanitizing. An electronic version of the classroom specific sheet accessible to educators would also be acceptable. Development of an automatic time check-in/out system for each room would be recommended.
4. Notify professional educators, as well as the wider school community, of any incident of COVID-19 infection/outbreak within that building within 24 hours of a confirmed case. 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 infected facility.
5. Contact tracing protocols of all individuals working within a building site will be utilized each day.

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VI. LEAVES and CHILDCARE

1. The District shall create stable childcare options. Childcare for school aged children will be provided at no cost to the educator up to age 12. Childcare rooms shall be equipped with needed supplies for school-aged children to complete distance learning assignments.
2. Professional educators may bring and supervise their own children within their classroom or office during CDL.
3. The District shall run (and expand if needed) the Bear Hugs program for educators who need childcare for infants, toddlers, and pre-K aged children. The cost of educator child care will not exceed \$5 per day per child. If the Bear Hugs program capacity is insufficient to meet educators' childcare needs, then the District shall coordinate with community daycare facilities to provide subsidized childcare for educators with children aged 0-pre-K.
4. Any professional educator who contracts COVID-19, experiences symptoms consistent with a COVID-19 infection, or is forced to quarantine due to exposure or suspected exposure to COVID-19 and does not have the technology, materials, or internet services to complete their assignment remotely will be granted District-paid COVID-19 leave. COVID-19 leave will not subtract from educator accrued leaves.

~~VII. TRANSITION TO HYBRID OR IN-PERSON LEARNING~~

~~The Parties agree that safety is the primary consideration when returning to buildings. The conditions below are to do everything possible to ensure student, family, and educator safety in our schools. In addition, the conditions listed are meant to suppress the spread of disease, allowing in-person learning to continue.~~

~~Schools will open for in-person instruction when all of the conditions listed below are met:~~

- ~~1. Test positivity rate stays below 3% in Yamhill county for a period of three weeks. New case rates are 5 per 100,000 per week for the preceding three weeks.~~
- ~~2. Yamhill and the adjacent counties engage in sufficient COVID-19 testing for virus suppression as defined by the Harvard Global Health Institute Model.~~
- ~~3. Medical institutions show they can manage a surge in outbreaks.~~
- ~~4. Yamhill and adjacent counties have access to at least 15 contact tracers per 100,000 people, and are prepared to trace 95% of all new cases within 24 hours.~~
- ~~5. Local hospitals are able to report the supply of PPE that is sufficient to meet current needs.~~
- ~~6. There is a protocol for students and educators, without loss of pay, to self-isolate as a way to respond to local outbreaks.~~
- ~~7. Each educational space is mapped and marked for a minimum of 6 feet safe distance in all directions, including ample space for educator and student movement between desks and~~

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~~points of entry and water/trash (marks on the floor; to be done by facilities and checked by educators).~~

~~8. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols.~~

~~9. Students can attend school in stable cohorts of a maximum of ten students per classroom, with a maximum exposure of 33 people in a day, 66 per week, so that rotating schedules can be developed.~~

~~10. Educators who are high risk for COVID-19 infection or who live with people at high risk are permitted to continue to work remotely.~~

~~11. Educators who care for children or family members are offered assignments that allow them to continue to care for their family and provide service to students and families.~~

~~12. The District provides properly working handwashing stations and a minimum of two (2) 32-ounce bottles of hand sanitizer provided per classroom per week.~~

~~13. Each bathroom has working faucets and sinks with adequate supply of soap and paper towels, and functioning toilets.~~

~~14. Rooms used for in-person education are equipped with air filtration systems designed to trap contaminants such as the COVID-19 virus, as defined by the American Society for Health Care Engineering MERV measurement scale.~~

~~15. The District shall provide both N95 masks and face shields to educators. Masks shall be provided daily. Gloves, booties, gowns and full body suits shall be provided daily for educators who are required to be in close contact with students.~~

~~16. At the educators request, additional classroom plexiglass type barriers shall be made available at no cost to the educator.~~

~~17. The District shall supply sanitizing wipes for each work setting.~~

~~18. Provide and post in each room a signed check sheet of sanitization requirements performed. The check sheet shall list the date and time the room was sanitized, who sanitized the room, what was done, and how much time was spent in the room sanitizing. An electronic version of the classroom specific sheet accessible to educators would also be acceptable. Development of an automatic time check-in/out system for each room would be recommended.~~

~~19. Notify professional educators, as well as the wider school community, of any incident of COVID-19 infection/outbreak within that building within 24 hours of a confirmed case. 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 infected facility.~~

~~20. Contact tracing protocols of all individuals working within a building site will be utilized each day.~~

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~~21. Educators will be offered two non-student contact days to prepare their classroom for in building instruction. These two days may contain up to 50 minutes of building level administrator directed meetings.~~

The parties will address **transitioning into** in-person and hybrid learning, **along with in-person and hybrid learning** conditions for students and staff and in accordance with the Oregon Department of Education's Ready Schools, Safe Learners Guidance for School Year 2020-21 in a later MOU.

Nothing in this agreement shall be construed as waiving or eliminating any other provisions of the collective bargaining agreement, nor shall the provisions in this agreement set any precedent for the future.