

**Memorandum of Understanding  
Between  
West Linn Wilsonville School District  
And  
West Linn Wilsonville Education Association**  
Education in the Time of COVID-19

The West Linn Wilsonville School District (WLWV) and the West Linn Wilsonville Education Association (WWEA) in their ongoing collaboration with one another enter into this agreement for the purpose of addressing the ongoing state of emergency due to the COVID-19 pandemic. The parties are committed to reopening schools safely for students and staff and in accordance with the Oregon Department of Education's (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21*, in addition to providing high quality distance learning until it is safe to reopen schools for in-person instruction.

Accordingly, the WLWV and WWEA agree to the following for the 2020-2021 school year:

- 1) Article 4 – Educator Rights. The following health and safety protocols shall be implemented:
  - a. Face covering requirement for all staff and students except for those who have documented ADA approved conditions.
  - b. Hand sanitizer/hand washing stations and disinfecting wipes, or spray/paper towels at all worksites for staff and students.
  - c. Personal protective equipment (PPE), including face coverings, face shields and gloves to staff and students.
  - d. Dedicated space for adorning and disposal of PPE.
  - e. Screening of staff and students daily for COVID symptoms.
  - f. Access to nurses or other healthcare professionals at each worksite.
  - g. Isolation area at each school separate from the nurse's office, for staff and students who are experiencing symptoms of COVID-19.
  - h. Access to nurse's office to students who need care for symptoms not related to COVID-19.
  - i. Limit staff and student exposure by enforcing the 6 foot/35 square feet ODE social distancing rule for classrooms, common spaces, and hallways.
  - j. Secure space for employees to have their duty-free lunches.
  - k. Dedicated and socially distant worksite space to any staff who cannot use their classroom/office/station for preparation and other unassigned time.

- l. High-efficiency filters with a minimum efficiency reporting value (MERV) of eight (8) and greater at every worksite and workspace with air exchanges every 4-5 times during the workday, as practicable. The parties shall collaborate on providing alternative classroom/office spaces for members where optimization of air circulation is not available.
- m. Access to a designated, and frequently cleaned, staff-only restroom.
- n. The WLWV safety committee shall serve as the COVID response team to implement, review and modify the agreed-upon health and safety measures per WLWV's *Integrated Communicable Disease Management Plan*. WWEA members assigned additional duties as part of the COVID response team shall be paid at their per diem rate for all work performed beyond their normal work hours.
- o. WWEA members identified as "high risk" shall be given priority for alternative work options such as the online learning program or other programs where in-person contact is not required.
- p. No WWEA member shall be retaliated against for reporting safety concerns related to the implementation of the above health and safety protocols.
- q. As outlined in the *Ready Schools, Safe Learners (RSSL)* ODE guidance, students who abstain from wearing masks due to a values-based decision, shall be provided remote learning for their instruction. District staff will plan for students who need additional support and reminders in maintaining safety protocols. Students who exhibit patterns of difficulty with adherence to safety protocols will meet with Building Administrator and Parent(s) to discuss next steps, which may include remote learning.
- r. The Principal at each school will serve as the designated point person to establish, implement, support and enforce all RSSL health and safety protocols. Staff can bring input, concerns or questions to the principal in multiple ways, including the option to share information anonymously through a web-based form, in addition to bringing their concerns to their WWEA building representative(s). The principal will meet weekly with the building's WWEA representative and other key leaders to review all the input and questions from staff, with the goal of continuing to improve safety and processes in the building.
- s. The district will follow the ODE Planning for COVID-19 Scenarios in Schools guidance in partnership with Clackamas County Health Officials to determine if or when it is necessary to quarantine groups of people, entire classrooms or close schools. As advised in the RSSL, if health metric trends are increasing the District will consult with the Local Public Health Authority (LPHA) to determine whether to expand additional in person learning. Schools are not advised to reduce in person learning or revert to CDL based on metrics, if the school can demonstrate the ability to limit transmission in the school environment and/or upon advisement from the LPHA.

- 2) Article 9 – Work Year/School Closure. The number of contract days for 2020-21 shall remain 191 for WWEA members. To facilitate the reopening of schools under the comprehensive distance learning (CDL) model, WLWV shall move the start of the work year from August 24<sup>th</sup> to August 31<sup>st</sup> with an optional training day provided to members (paid at the per diem rate) to support members professional development with digital curriculum. The optional training day shall be offered to staff prior to August 31<sup>st</sup> and during the week of August 31 – September 4<sup>th</sup>. Furthermore:
- a. The November 23, 2020 staff development day shall be moved to the start of the work year for members to be used during in-service week to provide additional time for WWEA members to prepare for students return to school on September 8, 2020.
  - b. The parties agree members shall start the school year with their students using the CDL model. In exercising their professional judgement, members shall engage in a “soft start” to fully support students social, emotional, academic and technology needs for the school year.
  - c. To facilitate a transition from CDL to in-person instruction, the District shall convert three (3) student contact days to be non-student days for WWEA members required to transition to Hybrid Learning. Over the 3 days, up to 8 hours shall be reserved for health and safety training, building tours, and required meetings.
- 3) Article 10 – Workday. Throughout the 2020-21 school year, WWEA members shall be prepared and available to provide educational programs to their students through either comprehensive distance learning, hybrid learning, or online learning programs. The workday for WWEA members assigned to any of the three (3) learning models shall consist of:
- a. Normal eight (8) hour workday Monday through Friday with Fridays under the CDL model reserved for whole group, small group, and/or individual student check-ins, student conferring, and educator planning. Fridays under the hybrid model will include a 3-hour student contact day with the remaining time reserved for teacher prep and planning. A minimum 30-minute duty-free lunch shall continue to be included in the 8-hour workday.
  - b. Under the CDL model, WWEA members shall engage in synchronous and asynchronous learning as part of their lesson delivery per ODE guidance. While on school worksites, members shall follow the health and safety protocols implemented by WLWV and in conjunction with the Governor’s Executive Orders, and ODE’s Ready Schools, Safe Learners guidance.
  - c. Under the hybrid learning model, WWEA members shall report in-person to work Monday through Friday for live student instruction and/or connections using the AB/AB cohort schedule as supported by ODE’s *Ready Schools, Safe Learners Guidance for School Year 2020-21*. Members may choose to work in their classrooms or remotely from home once students have left for the school day and members have no other meetings. While working onsite, members shall follow the health and safety protocols implemented by WLWV.

- d. WWEA members employed as ELD Specialist, Occupational Therapist, Physical Therapist, and Speech Language Pathologist shall provide their services through a combination of in-person services, collaborative consultation, co-planning and virtual services. Schedules will be crafted in ways that balance mitigation risk by limiting cohort exposure with the specific needs of individual students.
- e. WWEA members employed in Primary Music and PE positions shall continue to provide asynchronous instruction to students at specific grade levels. They will also serve as a “student support specialist” at one primary school in the Hybrid learning model and will work in person at an assigned building.
- f. Under the K-12 online learning program, assigned WWEA members shall facilitate students’ learning within a specific grade level or core subject area with the full recognition members shall monitor student progress through multiple courses at the secondary level, and provide live lessons, class meetings, 1-1 or small group opportunities at all levels. Some members may be assigned the “Teacher of Record” for elective classes taken by secondary level students. Student instruction shall take place Mon - Thurs during the school year. The designated time with students shall be 9:00 a.m. – 2:00 pm with a 30-minute duty free lunch built in on the student contact days. As described in para. 3.a above, Fridays shall be reserved for whole group, small group, and/or individual student check-ins, student conferring and educator planning. It is further understood, the class size guidelines listed in Article 11 – Class Size/Caseload shall not apply to members assigned to the K-12 online learning program for 2020-21.
- g. WWEA recognizes there may be a need for WLWV to retain the instructional services of non-bargaining unit employees to support unique learning needs of students. When WLWV identifies such a need, it will immediately notify WWEA. The parties shall convene and collaborate over how best to provide the unique educational support to the students. This understanding of the potential subcontracting out of instructional services support is for the 2020-21 school year, only.
- h. WLWV shall limit staff meetings to no more than one (1) per week. Bargaining unit members shall use their professional judgement on the number of committee meetings they participate in each week to ensure enough time is allowed for team collaboration, preparation and delivery of student lessons during this period.
- i. It is understood that these learning models will require flexibility in planning and preparation. Meetings and trainings shall be limited in scope throughout the 2020-21 school year to focus on the relevant professional development needed with the intent of supporting members in the implementation of these learning models and not creating any unnecessary burdens during the school year. WLWV will grant latitude to WWEA members as they set their schedules/office hours to accommodate their work under the comprehensive distance learning and online learning models given members personal situations (e.g. childcare).

When the hybrid learning model is engaged during the school year, the afternoon time when students have left for the day will be used for teacher-directed

planning and preparation. Primary level educators will receive at least a 30-minute preparation period and an additional short break during student contact time. Middle and high school level educators will receive 80-minutes of planning and preparation during student contact time every day across two quarters.

- j. Under no circumstances shall WWEA members be required to work on weekends or before or after typical work hours with full understanding it shall be a member's choice to work "off hours" to accommodate childcare and family circumstances.
  - k. WWEA members shall not be required to use their personal cell phones, computers, tablets, or other devices to complete their work under any of these three learning models. Any required devices shall be supplied to a member by WLWV at no cost.
  - l. WLWV will make every effort to limit the number of teaching preparations to no more than two (2) per day at the middle and high school levels when the comprehensive distance learning and hybrid models are engaged. Should WWEA members be assigned more than two (2), they shall receive \$500.00 for each additional teaching preparation assigned to them, per each quarter.
  - m. As WLWV reopen schools under the Hybrid Model and some-families wish to have their children continue accessing learning remotely, WWEA members shall not be expected to continue providing the previous CDL Model in addition to the Hybrid Model. Educator teams, including the Building Administrator, will collaborate to decide on an instructional model, based on district guidance, to meet the needs of all students. The Hybrid Model shall provide all students, including those continuing to learn remotely, with access to instruction and learning tasks of similar quality and frequency, as per district guidance. Members shall not be required to provide CDL outside of the student day. If a WWEA member has a considerable number of students accessing learning from home during the Hybrid model, WLWV will provide additional staff support for remote instruction.
  - n. WWEA members shall continue to utilize paid leave (sick and personal) as needed during the CDL model. Members shall notify their immediate supervisor of their absence and shall not be required to request a substitute for the day of absence. Should WLWV move to the Hybrid model, members shall resume normal protocols for requesting substitute teacher coverage.
- 4) Article 12 – Evaluation. WLWV agrees to not place educators on a plan of assistance for the 2020-21 school year, recognizing that educators are facing extraordinary challenges beyond the scope of their normal teaching and specialist duties. For professional improvement purposes, educators may be placed on guided goals. Should it be determined an educator needs more support, WLWV and WWEA agree to meet to discuss alternative options for the educator. In situations where WWEA members have been informed of performance concerns prior to the COVID pandemic, WLWV may proceed with a plan of assistance during the 2020-21 school year should performance concerns persist. Additionally, the parties shall convene to collaborate over potential

changes to the evaluation procedures due to the different learning models being implemented for 2020-21.

- 5) Article 13 – Vacancies, Transfers and Assignments. To support WLWV online learning program, it is agreed WLWV will give priority for teaching assignments to bargaining unit members with documented “high risk” medical conditions who meet the qualifications for the online teaching assignment. Bargaining unit members assigned to WLWV’s online learning program shall remain in that assignment throughout the 2020-21 school year. Further, WLWV shall make a good faith effort to return such members to their previously held assignment once the COVID pandemic is over, or at a time mutually agreed upon between an individual member and WLWV.

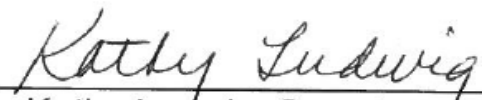
A bargaining unit member assigned to teach full-time in a classroom position, where they’ve never taught, shall receive three (3) additional contract days to prepare for the new assignment.

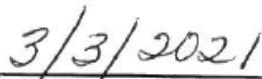
- 6) Article 16 – Sick Leave. A member shall be placed on paid administrative leave due to a work-related exposure to COVID-19 and shall remain on paid administrative leave for the duration of the absence. The district will voluntarily extend the 10 paid days of FFCRA (Families First Coronavirus Response Act) leave per the reasons provided in the law through March 31, 2021. After March 31, 2021, staff who have exhausted all paid leave and are eligible for leave under FFCRA can request the additional leave days through the end of the 2020-2021 school year. Should a member request medical leave during this period, and qualifies under FMLA/OFLA, s/he shall have the option of using accrued leave during the approved medical leave.
- 7) Article 18 – Unpaid Leaves. The District shall not deny a member’s request to take an unpaid leave of absence for the remainder of the 2020-2021 school year; when the request is made as a result of their own high risk health condition for COVID-19 as identified by the CDC or if the request is made due to an immediate, in home family member’s high risk health condition. Medical certification of the diagnosed condition will be provided to the district before the leave is approved. Consistent with the current language in para B.2 in Article 18, any member wishing to request such a leave shall do so within 30 days prior to the beginning date of the leave except in cases of emergency.
- 8) Article 28 – Part-Time Educators. Should a part-time educator’s workload increase due to working under the comprehensive learning or hybrid learning models, then WLWV shall either adjust the part-time educator’s workload to be commensurate with educator’s work hours or increase the educator’s work hours to meet the workload demands of the educator’s assignment.
- 9) WLWV and WWEA recognize that the reopening of schools to staff and students for 2020-21 will be challenging and the various learning models that will be used to teach students are unique to everyone. The parties agree to collaborate on the implementation of the learning models and adjusting to the new and unknown factors that they present, as needed. To that extent, WLWV and WWEA agree to a weekly, regularly scheduled labor management check-in meetings to review issues at hand.
- 10) Nothing in this MOU should be construed as waiving or eliminating any other provisions of the parties’ collective bargaining agreement. That agreement shall remain in full force

and effect. In the event the parties identify any other potential areas of conflict with the reopening of schools under different learning models, WWEA and WLWV agree to meet and collaborate on any needed solutions to those conflicts.

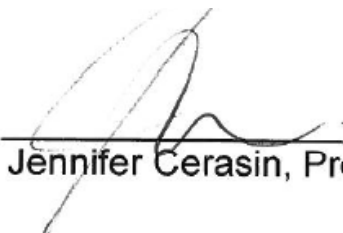
11) This MOU is tentative and is subject to final approval by the respective principals of the parties.

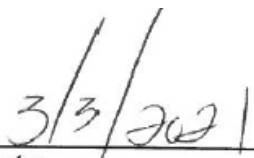
**For the WLWV:**

  
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Kathy Ludwig, Superintendent

  
\_\_\_\_\_  
Date

**For WWEA:**

  
\_\_\_\_\_  
Jennifer Cerasin, President

  
\_\_\_\_\_  
Date