

**2020-2021 Reopening of School Under the COVID-19 Pandemic
Memorandum of Understanding for Comprehensive Distance Learning**

This agreement is between the Silver Falls School District (District) and the Silver Falls 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.

Modifications to the 2020-21 collective bargaining agreement are as follows:

1. 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. In an effort to facilitate maintaining a safe and healthy work environment, educators will follow District protocols when working on site. While at school worksites, members shall follow the health and safety protocols implemented by the District and in conjunction with the Governor’s Executive Orders and ODE’s “Ready Schools, Safe Learners” guidance.
2. The District will provide access to approved curriculum, supplemental resources, and additional educational tools (e.g. document camera, webcam, virtual phone number, etc.) for professional educators, including the needs of counselors, elective teachers, and other specialists. Educators may check-out currently available technology for use at their personal residence.
 - a. The District shall provide a hotspot for high speed internet service if an educator’s current at home service is inadequate to meet the demands of Comprehensive Distance Learning.
3. The District may decide to offer Limited In-Person Instruction (LIPI) during Comprehensive Distance Learning. When considering which staff to assign to LIPI the District will ascertain which staff are willing to provide LIPI before assigning educators to provide these services. These assignments will be given to willing staff based upon licensure and requisite experience. This goes for any licensed staff, including Social Workers, School Counselors, School Psychologists, and Speech Language Pathologists.
4. Work Year/Calendar. The number of contract days for 2020-21 shall be consistent with Article 12 (Work Year/Workday). The following is the modifications to the upcoming school year:
 - a. August 31 thru September 11 shall be time for professional development with digital curriculum and platforms in preparation for delivering the comprehensive distance learning (CDL) model to students for the start of the year as well as preparing for upcoming instruction.

- b. Due to the need for professional development on new learning management platforms, the regular school calendar will be adapted to accommodate an additional week for Inservice.
 - i. Due to the Wildfire Emergency Closure of September 8-18, professional development resumed September 21-25.
 - c. Students will return on September 28th.
 - i. October 9th, February 15th, and June 18th will now be instructional days for students.
 - ii. The two Fall and one Spring Parent/Teacher Conference days will be converted to student contact days. (November 23-24, March 8)
 - iii. Grading days at the end of each quarter will be assigned to the nearest Monday. Professional educators will provide assignments to students on these days, but no other meetings will be administratively driven on these days. (December 7, February 15, April 16)
 - d. The district will request an exception for the five additional professional development days with ODE. If the ODE does not grant the request, the parties will meet to bargain over additional days or hours needed to meet the state minimum requirement for student seat time.
5. Throughout the 2020-21 school year, bargaining unit members shall be prepared and available to provide educational programs to their students through either the CDL or Hybrid learning models. The workday for members shall consist of:
- a. Normal eight (8) hour workday Monday through Friday with Mondays reserved for student check-ins, pushing out weekly work for students, and educator planning and team meetings. A minimum 30-minute duty-free lunch shall continue to be included in the workday.
 - b. Professional educators may work with their administrator to establish a mutually agreed upon schedule for flexible work hours outside the regular workday to accommodate working with parents and other district staff. Educator hours shall be published in advance and remain as consistent as possible so that parents and educators can establish daily routines with students.
 - i. Educator office hours will be posted publicly for students and families to access.
 - c. Mondays shall include:
 - i. All staff meetings where all staff members are required to attend will not exceed 55 minutes per week.
 - 1. This does not include emergency “stand up” meetings or IEP/504 meetings.
 - 2. If a meeting is called outside regular work hours the employee will have without at least 24-hour notice
 - 3. Professional educators will make their best effort to attend any emergency “stand up” meetings or IEP/504 meetings that are scheduled with less than 24 hours notice.
 - 4. This does not include any department, team or teacher led meetings
 - 5. Mondays are a priority day for IEP/504 meetings when possible.

- ii. Educator-driven collaboration team time
 - iii. Meetings with teachers and individual students for scheduled advisory time.
6. The District and the Association agree to amend the formal evaluation cycle, for contract educators for the 2020-21 school year. All administrative observations during the 2020-2021 will use the Danielson Framework for Remote Teaching. All contract teachers will work collaboratively with Administration in the development of an annual evaluation in the eight components within the Danielson Framework for Remote Teaching. All probationary teachers will have a formal evaluation.
 - a. The District agrees to clarify and communicate expectations for performance specific to the CDL and Hybrid Learning models. Specific standards within each domain will be prioritized with critical attributes for CDL and Hybrid Learning models developed.
 7. The District will work with building administrators to establish best practices for conducting observations during CDL and Hybrid Learning models.
 8. Absences must be entered into Absence Management in accordance with current contract language and district policy. While in CDL, absences will not result in a substitute assigned to an absence. Teachers will communicate to their building administrator if they need a substitute in the event of an absence. The District is responsible for providing substitutes. Substitute responsibilities assigned to a bargaining unit member will result in a commensurate reduction of duties by the building administrator and/or appropriate compensation per current contract language.
 - a. COVID related absences will align with all state and federal provisions available to all employees.
 9. The District shall provide Professional Development through embedded noneducator-directed time (non-planning nor prep time) for differentiated learning opportunities for staff, including relevant topics for non-classroom educators (e.g. School Psychologists, Counselors, SLPs).
 10. In the event a less than 1.0FTE 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.
 11. Teachers on the PEER Salary Schedule will be credited the 3 Units of Growth they could have earned through evaluations at the end of the 2019-2020 school year, as well as the 3 Units of Growth they could earn this year. It is recognized that this is due to the extenuating circumstances of a global pandemic and will not be precedent setting.
 12. The District will provide workplace provisions of PPE, which may include N95 or KN05 daily face coverings, face shields, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials.

13. Student instruction shall include a combination of synchronous or asynchronous lessons as well as applied learning activities as determined by the individual educator within state guidelines and the District's Ready Schools Safe Learners plan. Recording of synchronous lessons will be expected in order to provide absent students make-up opportunities.

14. For the 2021-22 school year, the District will make every effort to return any mis-assigned teachers to their previous position. If the District is unable to return a teacher to their previous assignment, it will be considered an involuntary transfer.

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, the District and SFEA agree to meet and collaborate on any needed solutions to those conflicts.

This Agreement is non-precedent setting and will expire upon lifting of the Governor's Executive Orders and a return to regular instruction.

For the District

Date

For the Association

Date