

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
EAST COUNTY BARGAINING COUNCIL/ GRESHAM BARLOW EDUCATION  
ASSOCIATION AND THE  
GRESHAM BARLOW SCHOOL DISTRICT  
REGARDING  
EMPLOYEE WORK/INSERVICE DAYS AND THE COMPREHENSIVE DISTANCE  
LEARNING MODEL

The East County Bargaining Council (ECBC) and the Gresham Barlow Education Association (GBEA) and the Gresham Barlow School District (GBSD) hereby agree to the following Memorandum of Understanding (MOU) for the purpose of setting forth the terms and conditions regarding the delivery of Comprehensive Distance Learning (CDL) for the beginning school for the Fall of 2020. In accordance with Governor Kate Brown's emergency orders and ODE guidance under Ready Schools Safe Learners for alternative methods of delivery of instruction, the Council, Association and the District, in order to assure the safety and well-being of all students and staff, hereby agree to the following:

1. ECBC, GBEA and GBSD agree to starting the 2020/2021 school year under a CDL model of instruction.
2. The District and the Association acknowledge that quality CDL should be a collaborative effort and in order to provide a breadth and depth of services to our students, the start date for full student academic instruction will be delayed no later than September 14, 2020. The contract year will remain 192 days for licensed professionals.
3. Licensed professionals may have daily access to classrooms for conducting online instruction/student support if the licensed professional chooses to work on-site rather than from home. No licensed professional shall be required to work in classrooms/offices unless otherwise directed by the District as a result of ODE or other state mandates or meeting state health metrics for limited in-person instruction.
4. Licensed Professionals may come and go from their buildings and classrooms as long as they follow the entry and exit protocols and applicable sanitization protocols, face mask requirements, social distancing guidance, and emerging building or district guidance aligned with health and safety protocols. This shall not prevent the District from closing worksites if deemed necessary in response to health and safety or building maintenance concerns.
5. The daily school schedules (attached) delineating district/building directed meeting time and member directed planning and preparation time are incorporated into this agreement.
  - a) At the high school level, the members' preparation period immediately follows lunch, as such, it is agreed that in a comprehensive distance learning environment, the requirement for a passing time between lunch and preparation time shall be waived
  - b) In the event a compliance meeting (i.e. IEP mtg, 504 mtg) is scheduled during the designated student outreach time, the IST team will notify the building administrator. The teacher will not be expected to make up the student outreach activity due to scheduled compliance meetings.

6. Educators may exercise their professional judgement **within the designated schedules** in meeting the ODE requirements for teacher facilitated learning.

**Definitions:**

Teacher-facilitated learning is a **synchronous** or an **asynchronous** learning experience planned and guided by a licensed teacher. The experience is structured to develop, deepen, and assess new knowledge and understanding relative to state content standards. Teacher-facilitated learning is often used when the teacher is planning for all students to have a common experience related to specific learning targets.

■ Teacher-facilitated learning may include time that supports students beyond the core instruction, including specially designed instruction, language instruction, or specific services under ESSA or IDEA.

- **Asynchronous-** Learning that occurs in elapsed time between two or more people. Examples include email, online discussion forums, message boards, blogs, podcasts, etc.
- **Synchronous-** Learning in which participants interact at the same time and in the same space.
- **Applied learning-** experiences which allow for students to apply knowledge and skills that extend from the teacher-facilitated learning

7. Evaluations--The District Evaluation Committee will be convened to determine how evaluation should proceed during distance learning and future in person hybrid learning following any guidance from ODE and/or TSPC. Based on the recommendation of this committee, the parties will negotiate an agreement for evaluation. Until such agreement is reached, administrators will notify members if they are going to join synchronous learning. No mini observations or formal observations will be conducted until an evaluation agreement is reached.

8. Special Education-- As per the CBA and the SPED MOU all planning and preparation times and hours will continue.

9. Extra Duty Contracts:

- a. All non-athletic non-competition extra-duty contracts that provide instruction and coaching to students or provide the organization for programs and events will receive their full extra-duty stipends.
- b. Exceptions for competitive athletic extra duty contracts are as follows:
  - i. Head coaches may submit plans for virtual practices and workouts and will receive the full stipend for coaching athletes virtually, with the approval of the building principal.
  - ii. For assistant coaches in seasons 2, 3, and 4, stipend pay will depend on the implementation of a competitive season being carried out and will be prorated based on the number of competitions that occur in the season.
  - iii. If there is no competitive season in seasons 1,2, 3, or 4, there will be no stipends provided for assistant coaching positions.

10. This Memorandum shall not modify any other terms and conditions of the parties' CBA not specifically addressed herein.

The parties agree that this agreement does not set precedence and will expire on January 4<sup>th</sup>, 2021

For the ECBC:

DocuSigned by:  
Laura Middendorf 11/20/2020 | 4:25:38 PM PST  
583383D5505C48D...  
ECBC president Date

DocuSigned by:  
Rhett Hyman 11/19/2020 | 1:37:05 PM PST  
850B87711C8C472...  
GBEA president Date

DocuSigned by:  
Eric Miwert 11/20/2020 | 12:57:27 PM PST  
91ACC7BB2EC04E3...  
GBEA Bargaining Chair Date

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Catherine Alexander 11/19/2020 | 4:55:45 PM PST  
1DB3AE01C73F409...  
OEA UniServ Consultant Date

For the District:

DocuSigned by:  
Dr. Michael Loran 11/20/2020 | 1:12:21 AM PST  
44C8FB57C6E049F...  
Superintendent Date

DocuSigned by:  
James H. ... 11/19/2020 | 1:48:09 PM PST  
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Deputy Superintendent/HR Date