



The bargaining team would like to thank everyone for their support during our negotiations with the district over the hybrid MOU. This process took much longer than we ever anticipated and ever wanted. Thank you for your patience while we worked on it. This is a summary of what is in the MOU. I am also including the actual document. If you have any questions about it please reach out to Eric Neiwert, the bargaining chair.

A quick reminder; anything in the MOU is temporary and serves to alter the collective bargaining agreement with the district for a specific time. If something isn't addressed in the MOU, you should fall back on the language in the contract.

Also, this MOU is in place of the previously agreed upon MOU for work while the district was in a Comprehensive Distance Learning (CDL) model. If a building or the district has to move back to distance learning we will work under that previous MOU.

- The Schedule. The schedule is attached and is part of the agreement and is organized by the level of the building in which you serve. There is guaranteed prep every day which is at least equal to what you receive when we are not working under a hybrid model.
- On site working conditions and safety.
 - For the most part we are working under the Ready Schools Safe Learners (RSSL) standards set by the state.
 - The District will provide KN95 masks upon member request.
 - Additional PPE will be provided to those members whose work places them in direct physical contact with students.
 - Members are not responsible for the cleaning of their learning areas on Wednesdays and between cohorts of students
 - Members will be responsible for using the district provided disinfectant between student groups on Mondays, Tuesdays, Thursdays, and Fridays. (mostly just secondary)
 - The minimum physical distancing is established using the RSSL set by the state, but the district can exceed that and is currently using 6 feet as a minimum.
 - Members may change the arrangement of their rooms with the approval of their building administrator as long as it doesn't reduce the capacity of the classroom.
 - The District is spending up to \$50,000 for stand-alone HEPA filters for those members who request them. The request form has been sent out to members through the association and will be provided based upon the member's need.
 - While the MOU states that all members who may qualify for ADA accommodations will be provided with positions in a CDL model, the language

specifies that this will only happen if such positions are available. Currently, the district has not created any such positions.

- Hybrid Learning Model

- Everyone will receive two days to prepare for hybrid transition with 60 minutes on one of the days to be available for administration to provide additional safety training.
- Members who are vulnerable to Covid and have a doctor's note will receive an interactive meeting with the district. At this time, the District is only providing these members with the ability to take leave. Many of them don't have sick, family, or personal leave available and have had to face the prospect of an extraordinary financial hardship or risking their health by returning to their buildings against their doctor's advice. Several members don't have the ability to receive the vaccine for Covid. The Association continues to hold the position that this is not an adequate accommodation as required by law and we continue to advocate for these members.
- The District is forwarding to the Association an additional 200 days of sick leave to refill the sick leave bank. If a member has run out of sick leave and gone past the ten days of exhausted sick leave in the CBA they may apply to receive sick leave from the sick leave bank. The Association will have to return all of the 200 days of sick leave used next fall when members may donate a portion of their sick leave to the bank.
- Members may take up to four hours of ATTW to compensate for the additional planning and prep required to meet the needs of students during hybrid learning as well as the transition to hybrid instruction.
- Members do not have to provide simultaneous instruction to students in person and online. However, instruction and resources should be equitable and accessible for those students who are in CDL.
- Members may come and go from their buildings within the building hours and may work remotely when they aren't providing instruction or services to students in person.
- Staff meetings will be provided online and in-person attendance will not be required except in instances where in-person attendance is necessary. (ex. Physical training)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EAST COUNTY BARGAINING COUNCIL / GRESHAM-BARLOW
EDUCATION ASSOCIATION AND THE
GRESHAM-BARLOW SCHOOL
DISTRICT REGARDING
THE HYBRID 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 the Hybrid Learning Model. 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:

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
- **Simultaneous** - providing instruction to students in person and online at the same time.

1. The contract year will remain 192 days for licensed professionals.
2. Prior to beginning hybrid instruction, the District will convert two (2) full student

contact days to be member-directed non-student contact days for staff who are required to transition from CDL to hybrid instruction in order for professional educators to prepare their classroom for hybrid instruction. The District will have up to 60 minutes during one of the two-days of member-directed non-student contact days for health and safety re-training

3. Members with higher risk for COVID-19, and who provide a doctor's note requiring accommodations will be offered an interactive process in accordance with ADA.
4. If a member chooses to take FMLA/OFLA leave (e.g. intermittent days, partial-day, full-day) for COVID-19 reasons and runs out of paid leave where appropriate, the District will inform the member that they may have access to additional leave through the sick leave bank. The district will advance up to 200 days of sick leave to the sick leave bank. The sick leave bank will reopen during its regular 2021-2022 timeslot. The amount advanced in the spring will be reimbursed to the district from the fall collection.
5. Members shall be offered up to four (4) hours of additional ATTW in order to support hybrid instruction.
6. Members are not required to provide instruction or student support simultaneously to students in-person and students online.
7. Licensed professionals may work remotely when they are not providing direct in-person instruction, services, or duties in lieu of teaching so long as they are adequately performing all expectations including attending scheduled meetings, PLCs, student/family engagement, and collaboration with co-workers.
8. Licensed professionals may come and go from their buildings and classrooms within the established building hours 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.
9. 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.
 - b) In the event a compliance meeting (i.e. IEP mtg, 504 mtg) is scheduled during the designated student outreach time, the teacher will not be expected to make up the student outreach activity due to scheduled compliance meetings.

10. Staff meetings will be provided online and will not require on-site attendance, unless the nature of the meeting necessitates in-person attendance.
11. Educators may exercise their professional judgment within the designated instructional schedules in meeting the learning needs of students. This includes but is not limited to the manner and method in which lessons for students who are attending in-person and those who are attending remotely are provided as long as the resources provided are equitable and accessible for students.
12. Evaluations--The process defined by the evaluation committee to address evaluations in the CDL environment shall be carried forward and be applied to the hybrid environment.
13. Special Education-- As per the CBA and the SPED MOU, all planning and preparation times and hours will continue.
14. In recognition that the district is reducing the number of required assessments elementary teachers must administer to their students, and that elementary C & I days have been under control of members during the school year, there will be no elementary assessment day for the remainder of the year.
15. Extra Duty Contracts: 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.
 - a) 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.
 - iii. If there is no competitive season in seasons 1,2, 3, or 4, there will be no stipends provided for assistant coaching positions.
16. This Memorandum shall not modify any other terms and conditions of the parties' CBA not specifically addressed herein. In the event the District is required to return any or all buildings to a CDL mode of operation, the existing CDL and LIPI MOUs shall apply until there is a return to hybrid instruction.

ON-SITE WORKING CONDITIONS/SAFETY

The following health and safety protections will be used:

1. Provide sufficient “workplace provisions” of PPE as established by the GBSD blueprints/reopening plan, which shall include N95 or KN95 face coverings for staff who request them, handwashing stations, or hand sanitizer, and other cleaning materials as applicable. GBSD shall provide sufficient face coverings for staff and students.
2. GBSD shall provide sufficient hand sanitizer inside each classroom being used for cohorts.
3. GBSD shall provide sufficient gloves, gowns, and face shields for staff who are in programs that place them at increased risk as determined by the District. For instance, educators who are required to be in close contact with students (example, those educators who provide toileting and feeding services) upon request by the educator.
4. Members shall not be responsible for cleaning of the classroom during cohort transition time (Wednesday). Members will be responsible for cleaning in between class periods.
5. GBSD shall create a dedicated isolation/CARE room, separate from the health room, within the worksite.
6. Members will follow the screening flow chart to determine appropriate actions for students that may show signs of illness. Members will be required to perform all duties that ODE or another state agency prescribe to them.
7. The district will provide COVID-19 testing in line with ODE/OHA’s *COVID-19 Testing in Oregon’s K-12 Schools*.
8. Contact tracing protocols of all individuals working within a building site will be utilized each day as directed by OHA and the county health authority.
8. The district will follow RSSL, ODE, OHA protocols for physical distancing.
9. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, with the approval of their building administrator and without reducing the capacity of the classroom.
10. Members will be notified at least 24 hours in advance if their workspace will be used for LIPI.
11. The district will follow RSSL, ODE, OHA protocols for room ventilation. The district will provide the association with an analysis of the efficacy of the ventilation in all work

spaces where instruction will take place. If a workspace is not meeting RSSL, ODE, or OHA standards that space will not be used for instruction until it meets standards. The District shall allocate up to \$50,000 for the purchase of portable, low noise HEPA-rated air filters that have a CDAR of at least 300 standard cubic feet per minute. Member requests will be collected and prioritized by GBEA. Room number and school assignments for those to receive a filter will be provided to the district within one week of the tentative agreement of this Memorandum of Understanding for a bulk purchase.

12. The District will publish its Operational Blueprints document on the website for access by staff.
13. 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.
 - a. Professional educators who are provided the reasonable accommodation of delivering instruction in a CDL model after medical verification will be given first priority for remaining in a CDL teaching position, based on availability.
 - b. If requested, educators who present medical verification that they are in a high risk category for contracting COVID 19 as identified by the CDC but do not fall into an ADA covered category may be provided a placement in a CDL teaching position for which they are qualified, if such positions exist once all those in an ADA category are placed.
 - c. If additional CDL assignments remain, those staff who present medical verification that they live with someone who is at high risk for contracting COVID-19 as identified by the CDC may be provided an available CDL teaching assignment for which they are qualified.

GBSD & GBEA Agreed upon Schedules 4.14.21 at 6:10pm

	Elementary Draft Schedule	Middle School Draft Schedule	High School Draft Schedule
	Breakfast/lunch delivery 7 days on Wednesdays	Breakfast/lunch delivery 7 days on Wednesdays	Breakfast/lunch delivery 7 days on Wednesdays
Teacher work day (in CDL)	7:30-3:30	8:00-4:00	8:30-4:30
Student start online	8:30	8:20 AM	8:45
Arrival (in person)	12:05	12:45 PM	12:40 / 1:30
Dismissal (in person)	2:35	3:00 PM	3:30 PM
	Blue - online start time		
	Green - hours for in person		

Elementary School Hybrid Schedule

K-12

Elementary Weekly Schedule

Below is a general overview of an elementary student* schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning	All students are online.		All online	All students are online.	
Afternoon	Cohort A students are in person.		All online and/or applied learning	Cohort A students are online.	
	Cohort B students are online.			Cohort B students are in-person.	

* Students who opt to remain fully online will NOT be coming to school in person at any time during this school year.

	Monday/Tuesday		Wednesday		Thursday/Friday		M/T/Th/F
	Students	Teachers	Students	Teachers	Students	Teachers	
7:30-8:30	Prepare for day	Uninterrupted Prep	Prepare for day	7:30-8:30 Uninterrupted Prep	Prepare for day	Uninterrupted Prep	EL & Title I
8:30-9	ALL students SEL & synchronous online	Synchronous online	All students	8:30-9:00 SEL Check in - Synchronous	ALL students SEL & synchronous online	Synchronous online	
9-9:30	Asynchronous & online small groups	online small groups		Building directed from 9:00-10:40	online small groups	online small groups	Online EL & Title 1 by grade level
9:30-10	ALL students synchronous online	Synchronous online			ALL students synchronous online	Synchronous online	
10-10:30	Asynchronous & online small groups	online small groups	SEL Check in, Applied Learning & Work Completion		online small groups	online small groups	Online EL & Title 1 by grade level
10:30-11	ALL students synchronous online	Synchronous online		10:40-11:40 Teacher Collaboration	ALL students synchronous online	Synchronous online	
11-11:40	Lunch at home	Teacher lunch		Lunch at home	Teacher lunch	Online EL & Title 1 by grade level	
11:40-12:05	Cohort A hybrid student travel: Cohort B Wellness Center	Teacher prep		11:40-12:20 Lunch	Cohort B hybrid student travel: Cohort A Wellness Center	Teacher prep	
12:05-2:35	Cohort A in person - practice and application, engagement; cohort B asynchronous practice & applied learning; Wellness center	Teacher with Cohort A in person	Wellness Center (optional)	12:20-3:30 Teacher Prep*	Cohort B in person - practice and application, engagement; cohort A asynchronous practice & applied learning; Wellness Center	Teacher with Cohort B in person	SEE BELOW FOR DETAIL IDEAS BY LEVEL Online EL & Title 1 by grade level
2:35-3	Cohort A heading home*	Dismissal and Outreach		IEP meeting times available from 1:20-3:30	Cohort B heading home*	Dismissal and Outreach	
3-3:30		Teacher prep				Teacher prep	

SAMPLES - buildings determining specific schedules

K-2

- 12:05-12:15 arrival
- 12:15-1 core practice/support/apply (could include EL/Title push-in 'til 12:30?)
- 1-1:15 recess
- 1:15-2:30 core practice/support/engage

3rd

- 12:05-12:15 arrival
- 12:15-12:30 core practice/support/apply
- 12:30-1 small group/EL/Title
- 1-2:30 core practice/support/engage

4th

- 12:05-12:15 arrival
- 12:15-1:30 core practice/support/apply
- 1:30-2 small group/EL/Title
- 2-2:30 core practice/support/engage

5th

- 12:05-12:15 arrival
- 12:15-1 core practice/support/apply
- 1-1:30 small group/EL/Title
- 1:30-2:30 core practice/support/engage

	Wednesday Schedule			
	GBSD Old	GBSD New	Times	GBEA
IEP	Un. Prep	Un. Prep	7:30-8:30	Un. Prep
IEP	SEL Check In	SEL Check In	8:30-9:00	SEL Check In
IEP	District Directed - PD	District Directed - PD	9:00-10:00	District Directed - PD
IEP	District Directed - PD	District Directed - PD	10:00-10:40	Prep
IEP	District Directed - Coll Lunch	District Directed - Coll*	10:40-11:40	Prep
IEP	District Directed - Coll Lunch	Lunch	11:40-12:20	Lunch
IEP	District Directed - Coll Outreach	Prep	12:20-1:20	District Directed - Coll *
IEP	Prep	Prep	1:20-1:50	Outreach
IEP	Prep	Prep	1:50-2:30	District Directed - Coll *
IEP	Prep	Prep	2:30-3:30	Prep

* Scheduled time to collaborate (considered district directed)

Prep - use time for collaboration, outreach, planning/WLP

1:20-3:30 available for IEPs

Becomes PD to ensure 90 minute blocks

Middle School Hybrid Schedule

HYBRID OPTION 1: AM AT HOME./ PM IN PERSON		Monday	Tuesday	Wednesday	Thursday	Friday
PREP	8:00-8:20	Prep			Prep	
ALL ONLINE/ AT HOME	8:20-8:45 (25)	Advisory- ALL ONLINE		Advisory	Advisory- ALL ONLINE	
	8:50-9:40 (50)	Period 1 Synch (A & B)	Period 3 Synch (A & B)	This allows us to keep our current Wednesday schedule	Period 1 Synch (A & B)	Period 3 Synch (A & B)
	9:45-10:35 (50)	Period 2 Synch (A & B)	Period 4 Synch (A & B)		Period 2 Synch (A & B)	Period 4 Synch (A & B)
	10:40-11:05 (25)	Period 5 Synch (A & B)	Period 5 Synch (A & B)		Period 5 Synch (A & B)	Period 5 Synch (A & B)
LUNCH/ PREP	11:05-11:45 (40)	Lunch			Lunch	
TRANSPORTATION TIME	11:45-12:35 (50)	Prep/ TRANSPORT TO SCHOOL			Prep	
	12:35-12:45 (10)	Student transition time	Student transition time		Student transition time	Student transition time
IN PERSON / AT SCHOOL	12:45-1:10 (25)	Period 5 Asynchronous / or Livestream at School A Day	Period 5 Asynchronous / or Livestream at School A Day		Period 5 Asynchronous / or Livestream at School B Day	Period 5 Asynchronous / or Livestream at School B Day
	1:15-2:05 (50)	Period 3 Asynchronous / or Livestream at School A Day	Period 1 Asynchronous / or Livestream at School A Day		Period 3 Asynchronous / or Livestream at School B Day	Period 1 Asynchronous / or Livestream at School B Day
	2:10-3:00 (50)	Period 4 Asynchronous / or Livestream at School A Day	period 2 Asynchronous / or Livestream at School A Day		period 4 Asynchronous / or Livestream at School B Day	period 2 Asynchronous / or Livestream at School B Day
Student Outreach	3:00-3:30 (30)	Engagement	Engagement		Engagement	Engagement
PREP	3:30-4:00 (30)	Prep/IEP meeting			Prep/IEP meeting	

High School Hybrid Schedule

HYBRID OPTION 1: AM AT HOME./ PM IN PE		Monday /Tuesday		Wednesday	Thursday/Friday		
PREP	8:30-8:4515 min	Students Getting ready for the day	Students Getting ready for the day		Students Getting ready for the day	Students Getting ready for the day	
ALL ONLINE/ AT HOME	8:45-9:0520 min	SEL / Advisory		Advisory	SEL / Advisory		
	9:10-9:4030 min	Period 5 Synchronous at Home	Period 5 Synchronous at Home	This allows us to keep our current Wednesday schedule	Period 5 Synchronous at Home	Period 5 Synchronous at Home	
	9:45-10:1530 min	Period 6 Synchronous at Home	Period 6 Synchronous at Home		Period 6 Synchronous at Home	Period 6 Synchronous at Home	
10:20-10:5030 min	Period 7 Synchronous at Home	Period 7 Synchronous at Home	Period 7 Synchronous at Home		Period 7 Synchronous at Home		
LUNCH/ PREP	10:50 -11:3040 min	Staff Lunch (Applied Learning for Students)			Staff Lunch		
TRANSPORTATION	11:30-12:3565 min	Teacher Prep			Teacher Prep		
Student Outreach/ Office Hours	12:40-1:3050 min	Engagement/ Applied Learning	(50 min Period 8) Credit & Incomplete Recovery at School A Day			Engagement/ Applied Learning	(50 min Period 8) Credit & Incomplete Recovery at School B Day
PERSON / AT SCHO	1:35-2:1035 min	Period 5 Asynchronous / or Livestream at School A Day	Period 5 Asynchronous / or Livestream at School A Day			Period 5 Asynchronous / or Livestream at School B Day	Period 5 Asynchronous / or Livestream at School B Day
	2:15-2:5035 min	Period 6 Asynchronous / or Livestream at School A Day	Period 6 Asynchronous / or Livestream at School A Day			Period 6 Asynchronous / or Livestream at School B Day	Period 6 Asynchronous / or Livestream at School B Day
	2:55-3:3035 min	Period 7 Asynchronous / or Livestream at School A Day	Period 7 Asynchronous / or Livestream at School A Day			Period 7 Asynchronous / or Livestream at School B Day	Period 7 Asynchronous / or Livestream at School B Day
	Prep	3:30-4:3060 min	COMMON PREP Teacher Office Hours		(15 min period 8) Engagement/ Applied Learning	COMMON PREP/ Teacher Office Hours	(15 min period 8) Engagement/ Applied Learning

The parties agree that this agreement does not set precedence and will expire on June 30, 2021.

For the ECBC:

ECBC President / Date

GBEA President / Date

GBEA Bargaining Chair / Date

OEA UniServ Consultant / Date

For the District:

Superintendent / Date

Deputy Superintendent-HR / Date