

2020-21 Reopening of School Under Comprehensive Distance Learning Memorandum of Understanding

This agreement is between the Hillsboro School District (District) and the Hillsboro Education Association (Association), together, “the parties.” The existing collective bargaining agreement (CBA) remains in full force and effect. The anticipated duration of this Memorandum of Understanding (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 (CDL), and when conditions allow, transition to some form of Hybrid or Full in-person education which will be negotiated per notice below.

A. To ensure the health and safety of licensed staff during CDL, the following will be implemented:

1. The District will provide Personal Protective Equipment (PPE) in accordance with guidelines set forth by the Governor, ODE, CDC, OHA, and local health authorities.
2. Prior to the resumption of in-person instruction or assessment of any kind, the District shall provide protocols related to safety and sanitation. (see #4 below)
3. Educators who are High-Risk for complications due to COVID-19 infection, as per CDC guidelines and/or their health care providers or who live with people at high-risk may request accommodations. The District will engage in an interactive process to address such requests, and will be offered a meeting to discuss.
4. The HSD safety committee shall serve as the COVID response team to implement, review and modify the agreed-upon health and safety measures per HSD’s *Integrated Communicable Disease Management Plan*. Before any changes to this document occur, HEA will have an opportunity to give input. Subsequent changes to this document will be shared with HEA.
5. Hand sanitizer/hand washing stations and disinfecting wipes, or spray/paper towels will be available at all worksites for staff.
6. Face covering requirement for all staff and students except for those who have approved conditions in accordance with guidelines set forth by the Governor, ODE, CDC, OHA, and local health authorities.
7. Safe Schools COVID-19 protocol and guidance will be followed with respect to self health screening for COVID-19 symptoms.
8. Access to a designated, and frequently cleaned, staff-only restroom.

B. In order to provide for educator retention and success, the workload and working conditions under Comprehensive Distance Learning shall include that:

1. The District and the Association acknowledge that quality CDL should be a collaborative effort in order to provide a breadth and depth of services to our students. September 8-11,

2020 will be designated as time for Connection and Support with Families and Students per the District calendar. The first day of CDL will be September 14, 2020.

2. Educators who choose to work on-site, will do so in accordance with District guidelines and protocols and within established safety parameters, which include communication with the building administrator. Educators may have access during scheduled work hours to their classrooms or offices. This shall not prevent the District from closing worksites if deemed necessary in response to health and safety.
3. For the duration of CDL, no educator shall be required to work in classrooms/offices unless required by ODE and Governor's guidance or in accordance with the Limited In-Person Instruction guidelines set forth in Paragraph 13.
4. Educators who do not have adequate internet capacity in their home shall, for the duration of CDL, receive assistance through a hotspot or may report to a physical HSD location.
5. Any required devices shall be supplied to a member by the District at no cost.
6. The District shall provide Professional Development through embedded platforms for differentiated learning opportunities for staff. The topics may include but are not limited to the following:
 - a. Instructional Best Practices: Essential Learning, Flipped Learning in CDL, Assessment, Differentiation
 - b. Tech Tools: Google Classroom, Google Meet, Screencastify, Remind/Google Voice, and Content Delivery & Collaboration
 - c. Systems and Structures: Structure of Google Classrooms, Managing Student Groups, Family/Student Communication, Meeting the Needs of All Students, and Equitable Practices in CDL, CEL 5D+ Instructional Framework
7. The District will provide guidelines for requesting subs during CDL.
8. Student instruction shall include a combination of synchronous or asynchronous lessons, as well as applied learning activities.
9. Educators' office hours are considered student contact time. Wednesday is a school day and should offer asynchronous and synchronous learning time for students. Teachers shall direct their work time based on student need and may include: small group instruction, collaborating with specialists or PLCs, one on one student support, planning differentiated lessons or other tasks that will directly positively impact student learning.
10. If licensed staff struggle with contacting their families during inservice week, they should work with their principal for additional supports or resources which may include counselor or grad coach support, assistance reaching out or additional time at the non-teaching extended contract rate, for the connections.
11. Licensed staff can flex their schedule, in collaboration with their administrator, during non-synchronous time to meet their family needs or accommodate working with parents, students and other district staff.
12. Every effort will be made to provide dual language instructional materials.
13. Limited in-person assessment or small group instruction (LIPI) shall occur in collaboration with administrators with the following in place:
 - a. District provided and paid PPE including masks, gloves, and gowns and plexiglass (if requested) must be provided for all participants.

- b. The District shall establish and provide sufficient safety protocols in writing per the ODE and OHA guidance. Limited Assessment and In-Person Instruction protocols will be outlined in the HSD Assessment and In-Person Instructions Handbooks (both contained in the HSD Blueprint documents).
 - c. Limited small group in person instruction will only occur where there is proper ventilation as described by ODE guidance.
 - d. The District shall make every effort to provide each test administrator their own assessment kit.
 - e. The District and Association will be in continual conversation about LIPI as a part of their regular labor relations. As soon as the District considers the in-person return of a particular subset of students, they will share this information with the Association, normally within 48 hours, so the parties can collaborate on issues related to safety and workload.
 - f. Limited small group assessment or instruction will be limited, per state guidance, and will only occur for students who meet in-person instruction criteria established by HSD as well as the state authority.
 - g. HSD will seek licensed staff who are willing to return to in-person instruction before assigning LIPI to staff members.
 - h. Extended contract or release time will be offered for additional responsibilities that are the result of in-person instruction or assessment as approved in advance of your administrator.
 - i. Social Workers, Counselors, School Psychologists, Speech Language Pathologists, and QMHPs, will provide services for students and families consistent with the privacy and safety guidelines of the District and their licensing organizations.
14. For IEPs, 504s, SSPT, coaching, conferencing and other related meetings, student support providers (e.g. School Psychs, Social Workers, and SLPs) may utilize alternative methods of connection such as phone calls.
15. Protocols will be in place in the school building to maintain safety and sanitation. However, licensed staff who choose to use their classroom or office space during CDL may be required to wipe down highly touched areas in their own classroom or office.
16. Teachers who have been misassigned will be offered the following supports:
- a. Assistance with selection and development of lessons and activities that fit grade level and format;
 - b. Extended contract for extra PD as necessary in collaboration with the building administrator;
 - c. Flexibility in the inservice PD, in collaboration with the principal, based on needs of misassigned;
 - d. Protected time to meet with a dedicated mentor (per TSPC);
 - e. The principal assigned mentor will be considered a building mentor and paid per the CBA;
 - f. Support by their mentor, District level TOSA, school level coach or PLC for the first two weeks of student instruction;

- g. Access District level TOSAs and other supports including coaches, principals, their mentor and PLCs daily for additional help as needed;
 - h. Technology and classroom resources commensurate with their grade level colleagues, including but not limited to, computers, related technology, manipulatives and classroom decor;
 - i. The District is committed but cannot guarantee that the misassignment is temporary for the pandemic related time period and will make every effort to return PE, Music and other elective teachers to their original assignment and building;
 - j. The District will prioritize a return to pre-Pandemic funding status with programs impacted or reduced due to the Pandemic, including PE and Music subject to available revenue;
17. As a result of PE and Music being moved to an asynchronous format, classroom teachers will not be expected to do more than introduce the special of the day and remind students where they can access the lesson.
18. Grade level teams consisting of a misassigned PE and Music staff will be supported with release time or extended contract for additional Professional Development as approved by their administrator.

C. Evaluation During Both CDL and Hybrid school models:

1. Administrators will provide systems of professional growth and development with educators in compliance with the HSD Evaluation Handbook.
2. The District and the Association agree to form a committee, per the CBA, to make any necessary changes to the evaluation process and/or rubric for use during CDL or distance learning in a Hybrid model in accordance with ODE Educator Evaluation Guidance for 2020-21 and Oregon law.
3. Administrators will observe synchronous and asynchronous lessons, and provide feedback on what they observe. Administrators shall provide reasonable notice when entering a classroom during live instruction for observation purposes.
4. Licensed staff will have the discretion to edit or re-record their live lessons for purposes of sharing with students or parents when issues arise in the live lesson that deems it necessary to re-record.
5. The District and the Association agree that the current evaluation process shall be utilized during distance learning to the extent it is applicable.
6. The District shall review current plans of assistance with the respective employee to make adjustments applicable to distance learning.
7. Music and PE teachers who were placed in contained classrooms will be off-cycle for 2020-21, except for those teachers with performance concerns from 2019-20.
8. Probationary PE/Music teachers will be on-cycle. Individuals will be notified by their supervisor by October 1 if they are on-cycle.

D. Miscellaneous Provisions

1. The District recognizes that distance learning is a new method of instruction for many of our educators.
2. Educators are expected to make good faith efforts in the delivery and planning of distance learning.
3. Educators are not responsible for student misuse of technology of which they are not aware.
4. Educators shall not be required to use their personal cell phones, computers, tablets, or other devices to complete their work except those noted for their professional work per the CBA.
5. In all instances, educators' compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.
6. Educators will continue to accrue all leaves per the HSD/HEA Collective Bargaining Agreement during 2020-21 school year and shall have the right to any and all leaves provided by the CBA. In addition to those leaves provided for in the CBA, the District will also provide paid sick leave and FMLA leave in accordance with the provisions of the Families First Coronavirus Response Act.
7. Before reopening schools under either Hybrid, limited in-person instruction beyond the confines of Section B.13, or full in-person, the District will bargain to completion with the Association as required by law over safety, workload and other mandatory subjects impacted by reopening.
8. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect. This Memorandum and all building schedules shall expire on June 30, 2021, and shall not set precedent for any future action.

For the District:


Kona Lew-Williams (Dec 10, 2020 21:17 PST)

Kona Lew-Williams
Chief Human Resources Officer

Dec 10, 2020

Date

For the Association:


Jill Golay (Dec 11, 2020 13:30 PST)

Jill Golay
Hillsboro Education Association President

Dec 11, 2020

Date

CDL Return to Work 20-21 MOU

Final Audit Report

2020-12-11

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