

**Memorandum of Understanding
Between
Tigard-Tualatin School District 23J
and
Tigard-Tualatin Education Association**

The Tigard-Tualatin School District (District) and the Tigard-Tualatin Education Association (Association) mutually agree to the following provisions regarding Comprehensive Distance Learning (CDL) and Hybrid Model proposed for the 2020-21 school year. The existing collective bargaining agreement remains in full effect except where modified by this agreement. The modifications to the collective bargaining agreement within this MOU are only temporary and will be in effect only for the 2020-21 school year or when we return to 100% in person instruction, whichever comes first.

Both parties will do everything possible to ensure student, family, and educator safety so that community spread of the disease is suppressed, thereby allowing the return to full in-person education.

The District recognizes that distance learning is a new method of instruction for many of our members. For that reason, professional educators are expected to make good faith efforts in the delivery and planning of distance learning. Members are not responsible for student misuse of technology of which they are not aware nor of student behavior in a virtual setting.

The schedules shared with members, students and community will reflect the language of this MOU.

Technology

1. Members will be allowed to use their PEF money to purchase technology, supplies, storage containers, furniture and any other items as needed in remote learning. Technology purchases will follow the established process.
2. For the duration of CDL or Hybrid models, TTSD will work with members to access viable internet resources.
3. The District shall provide ongoing community training and troubleshooting consultation for parents on using all necessary learning and accountability platforms, tutoring methodology, and content to help them better assist their students in the educational processes. The district needs to be clear in their communication to the community the process for dealing with technology issues. All District support for families, including technology support, shall be in their home language. Supports will include interpretation services provided by video, if requested by a family or educator.

Evaluations

1. The District and the association agree that our members are professionals and will perform their assigned duties as outlined in this MOU and/or by the Collective Bargaining Agreement.
2. The evaluation rubric will be modified to limited standards that are relevant to CDL and hybrid learning for the 2020-21 school year, for both contract and probationary educators, until a return to 100% in-person education is able to resume. A joint committee made up of the District and the Association will work to modify the current standards for the 2020-21 school year. These agreed to modifications will be completed by the first week of October. Members will not be required to set goals nor submit these goals into Perform for the 2020-21 school year.
3. No employee should be put on a POA based on new job requirements and tasks created by the reopening plan during the 2020-2021 school year.
4. Members who were on a plan of assistance (POA) prior to the March 13, 2020 closure, will continue unless both parties mutually agree that the POA is held in abeyance until regular 100% in person instruction resumes or that any such POA is no longer necessary for the member to complete.

Prep Time & School Day Hours

1. For the 2020-2021 school year, teacher prep periods can be at the beginning, middle or end of the school day.
2. The working day for elementary school members (grade K-5) shall be a continuous period of no more than eight hours between 7:15 am and 3:15 pm. The working day for middle school members (grades 6-8) shall be a continuous period of no more than eight hours between 8:15 am and 4:15 pm. The working day for high school members (grades 9-12) shall be a continuous period of time of no more than eight hours between 8:00 am and 4:00 pm. The working day for Creekside high school will be a continuous period of time of no more than eight hours between 8:30am and 4:30pm.

Collaboration and Prep time

1. Wednesday of each week, minus PD and Work Days in the school calendar, will be for planning and collaboration.

2. Meetings, not including EBIS meetings, emergency stand up meetings, Teacher Team meetings, and IEP meetings, will be limited to no more than 55 minutes on the Wednesday prep day. The District can require up to 1 professional development training per month throughout the year during the Wednesday prep, excluding state mandated online training. Required professional development will be limited to no more than 120 mins and will not occur on a day with a meeting. Additionally, Members are encouraged to access optional professional development provided by the district.

3. Members will be required to provide no more than a 30 min synchronous session on the Wednesday collaboration and prep day. These sessions will be made up of no more than the equivalent 1 period of students.

4. There will be 3 inservices professional development days spread throughout the year that will fall on Wednesday collaboration and prep days. These 3 days will serve as the professional development for that month as outlined in this MOU. On these days no student contact or instruction is required.

5. Meetings (not including EBIS meetings, emergency stand up meetings, Teacher Team meetings, and IEP meetings) and Professional Development will not occur during the grading window

Teaching and Curriculum

1. Members will be assigned to a position that serves either Hybrid or CDL (100% online) students. Members who are assigned to Hybrid students will be given workload/caseload of students who opted into the Hybrid model. However, if a situation exists where enrollment numbers necessitate the need for a classroom instructor to teach both hybrid and CDL, the class will be structured such that CDL-enrolled students replace one cohort of hybrid-enrolled students in order to offset workload. This will only occur after consultation with the impacted member, TTEA, and TTSD. A member will not be required to teach students in both an online and an in person mode simultaneously. Members who qualify under the ADA will be considered for accommodation which may

include a prioritization to fill CDL (100% online) positions. If we need additional teachers for CDL (100% online), they will apply through a district process.

*TWI & IB staffing may need further discussion

2. Teacher teams will provide and design a common student learning experience and workload within content areas and grade levels within each school, except where a singleton prevents it. Teacher Teams will create and align curriculum within their teams by doing one of the following:

Options:

- a. Teacher teams use 100% Florida Virtual lessons for their content area, by providing direct instruction, facilitating, monitoring progress and providing supports. ([FLVS Course List](#))
- b. Teacher teams will continue to use their professional judgement to ensure lessons meet standards and learning needs by using Florida Virtual lessons and supplement with TTSD adopted curriculum/assignments/projects
- c. If Florida Virtual does not offer a course taught by a teacher, the teacher teams will create lessons and assignments and deliver them through Canvas in a delivery format similar in structure as FLVS course ("Welcome", "Getting started", "modules", etc.).
- d. After a teacher team reviews the Florida Virtual School Curriculum and in their professional judgement believes the TTSD adopted curriculum as a whole is more appropriate to meet the learning standards for students, teacher teams may create lessons and assignments to be delivered through Canvas. These lessons and assignments will be made available to building administrators upon request.

*All supplemental content must be built through Canvas, leveraging the inherent tools within the LMS (communication, workflow, assessments).

3. During Comprehensive Distance Learning, at least 50% of instructional time must meet the criteria for teacher-facilitated learning and 50% must meet the criteria for applied learning. Teacher-facilitated learning is a synchronous (either on-site or off-site) or an asynchronous learning experience planned and guided by a licensed teacher. Depending on the instructional model, it may be more appropriate to consider teacher-facilitated learning time on a weekly basis rather than daily.
 - a. Synchronous will mean a variety of interactive methods intended to support student learning that can include but is not limited to live group instruction, teacher-facilitated online video or audio, online chats, instant messaging, peer interaction, two-way communication, small group breakouts, or individual office hours.
 - b. Asynchronous will mean learning that occurs in elapsed time such as email or blog posts as well as posted assignments that are not a direct interaction.

4. Teacher teams will collaborate and manage teacher-facilitated learning opportunities and applied learning opportunities as outlined in the state guidelines, as it is updated. Teacher teams will regularly provide interactive synchronous learning opportunities that actively engage students.
5. Members will receive clarification of the emphasized/required core curriculum standards that are adjusted to the reality of either CDL (100% Online) and/or Hybrid models of instruction.
6. Depending on state or OHA guidance, full daily access to classrooms for conducting online instruction/student support will be allowed for any member who chooses to work on-site during remote learning. Members who do this will be required to disinfect touch points in the room/work area they used to safety standards outlined by the district. No member shall be REQUIRED to teach in classrooms/offices during remote learning.
7. The District and the Association agree to meet at the request of either party to address methods and strategies for providing equitable and appropriate caseloads/workloads for both Learning Specialists and ELL instructors. If it is needed, a joint committee made up of Association selected representatives and District selected representatives, will meet to solve the problems that remote learning brings to both areas of instruction. These solutions will be communicated out to the impacted members.
8. Additional expectations for working remotely, which are not outlined in the MOU, will be developed in LMC between the District and the Association. The district will then communicate out to staff clear expectations on remote engagement with students and parents.
9. Recorded live sessions can not be used to evaluate a teacher unless they include evidence of violation of board policy, TSPC regulation, state and/or federal law. In such cases the teacher could be disciplined for just cause. Recorded live instruction can be shared per the [Electronic Communications Guidelines](#) to students within the same class protected by student account passwords.

Health and Safety Equipment

1. The District will provide the necessary cleaning supplies for members to clean & disinfect their rooms before and after the transitions of students to their room. Teachers

will use the cleaning supplies provided by the district. A protocol for safe disposal and replacement of cleaning supplies and PPE will be provided.

2. The District will provide required Personal Protective Equipment (PPE) and when hand washing is not available, hand sanitizer will be available.

Health and Safety protections

1. The District will follow State orders regarding all safety and health protocols.
2. In order to facilitate excellent and meaningful education/connections and prevent any unnecessary exposure to the virus, the district will strive to limit the numbers of students instructed to less than 100 in a week when physically in the building during the Hybrid Model. The District and Association agree that members will be limited to instructing no more than 100-120 students in a week or the number set by the state, whichever is less.
3. Members will not be required to work in a room that cannot accommodate the number of students within social distance protocols outlined by state guidelines.
4. The District will publish the district's "COVID Response Protocol" before students or staff are expected to report to the building. The COVID Response Team will include representation from the association.
5. Per TTSD's Operational Blueprint, the District will notify members, within 24 hours of a confirmed positive case at a given school. Notification shall be by email. Members who have had close contact (6 feet, 15 minutes or longer) with a confirmed positive case will be contacted directly.
6. If a member is required to quarantine because of exposure to and/or contracting of the coronavirus, then the District will provide that member with "good cause" paid leave for the duration of the quarantine or until such time that the member can safely return to their assignment. No educator exposed to Covid-19 at work will lose wages, benefits, or be required to use accrued leave time.
7. Members will continue to accrue all leaves per the TTSD-TTEA Collective Bargaining Agreement during 2020-21 school year and shall have the right to any and all leaves provided by the CBA.

ADA accommodation

1. Any member who may qualify under ADA due to being at increased risk will be given an accommodation to maintain a complete FTE assignment.

Modifications to the MOU

1. Remote learning, Hybrid learning and 100% online distance learning present many challenges. The District and the Association understand that this agreement does not address all the potential issues that may arise in the 2020-21 school year. Both parties agree to work through the labor management process to address any potential issues and make mutually agreed modifications to this MOU as needed. TTEA and TTSD agree to review the MOU prior to the return to in person instruction.

For the Association:

For the District:

Scott Heron, President

Date

Sue Rieke-Smith, Superintendent

Date