

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EAST COUNTY BARGAINING COUNCIL/ DAVID DOUGLAS EDUCATION ASSOCIATION
AND THE DAVID DOUGLAS SCHOOL DISTRICT
REGARDING

EMPLOYEE WORK/INSERVICE DAYS AND THE COMPREHENSIVE DISTANCE LEARNING MODEL

The East County Bargaining Council (ECBC) and the David Douglas Education Association (DDEA) and the David Douglas School District (DDSD) 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, DDEA and DDSD 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 21, 2020. The contract year will remain 192 days for licensed professionals.
3. DDSD will provide professional development (PD), training and planning time to all licensed professionals in preparation for CDL. This would include training and time for new responsibilities related to new technology platforms and skill expectations related to CDL, special education law, standards based assessments, state mandates and/or District implemented initiatives.
 - A. During the weeks of 8/31-9/18, time will be dedicated but not limited to the following areas:
 1. Elementary - Fuel Ed Training
 2. MS - APEX Professional Learning (optional)
 3. HS - Staff Led Professional Development around CDL
 4. Specialist/TOSA Meetings
 5. SPED- Teletherapy, SPED-specific CDL platforms, state guidelines and district expectations for SPED during CDL
 6. All Levels - Licensed professional planning time, Safe Schools Training, building specific meetings
 7. Licensed professionals will have a minimum total of at least 26 hours of self-directed planning time during these three weeks.
 8. The Added in-service time will be shared between CDL Training, Professional Development, Planning and Conferencing Prep, Family Conferences and Orientation, and licensed professional planning time. The intention of Family Conferences is to hold these virtually unless otherwise directed by ODE or other state mandates.
 9. In addition, the week of September 14 - 18, 2020 will be a "soft start" and dedicated to licensed professional self-directed planning time, setting up classes, starting limited instruction, connecting with students and families and other meetings and trainings as necessary.

4. 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.

5. 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.

6. Licensed professional prep time and educator-directed time, during CDL, will look as such at each level:

- A. Licensed Professionals shall have the minimum required prep time as outlined in the Licensed Collective Bargaining Agreement. There will be additional educator-directed time given each week, a minimum of 1 hour per day, to perform the tasks necessary to make Comprehensive Distance Learning possible for students in the 2020-2021 school year. That educator-directed time would be flexibly used by licensed professionals for:
 - 1. The creation of digital lessons and activities
 - 2. Assessment of student performance
 - 3. Providing actionable feedback to students
 - 4. Gathering, entering, and tracking data
 - 5. Reading and responding to internal emails
 - 6. Communication/outreach to students and families
 - 7. Teacher-directed elementary collaboration time

7. Per the CBA:

- A. Educators must have a 30 minute duty free lunch
- B. 2 required meetings per month may be held (2 hours total outside of contract time)
- C. PLTs and grade level collaboration may still occur

8. Evaluation Process during CDL:

- A. The District and the Association agree to modify the evaluation process, for both contract and probationary educators, until a return to in-person education is able to resume.
- B. Video recordings may be used for the purpose of providing Comprehensive Distance Learning instruction and maintaining student/staff safety only, and can **NOT** be used for evaluation purposes unless licensed professional requests that the video recording be included in the evaluation process.
- C. In situations where licensed professionals have been informed of performance concerns during the 2020-2021 school year, the District and the Association agree that a plan of support may be implemented virtually when terms of the plan are agreed upon.
- D. DDS D agrees to not place licensed professionals on a plan of assistance for the 2020-2021 school year recognizing that educators are facing extraordinary challenges beyond the scope of their normal teaching and specialist duties.
- E. In situations where licensed professionals have been informed of performance concerns prior to the COVID pandemic, DDS D may proceed with a plan of assistance during the 2020-2021 school year should performance concerns persist.

9. SPED:

- A. During the CDL model, DDSB will pilot a SPED scheduling system where all school-age licensed Special Education professionals will have the option of participating in a centralized scheduling system for Special Education (IEP, Referral, Evaluation) meetings or to prepare and send meeting notices. The Student Services Department, along with SPED licensed professional input, will develop the process and expectations for this system.
- B. Professional judgement will be respected regarding what testing is appropriate and what testing may be substituted within the bounds of professional practice standards and state guidelines. The evaluation testing component still needs to meet state eligibility requirements.
- C. If a school-age licensed Special Education staff is required to complete in-person evaluations, the District will provide appropriate PPE using the guidelines set forth by the Governor, ODE, and local health authorities for in-person testing for both staff and students.
- D. If a school-age licensed Special Education staff member completes in-person evaluations, testing will take place in a District designated, well-ventilated space, that allows for appropriate physical distancing.
- E. School-age licensed Special Education staff may use office hours to write/amend and hold IEP meetings due to state or district guidance.

10. Additional necessary MOU's may be negotiated regarding CDL or timeline changes and implementation procedures regarding the return to school in a hybrid model. This Memorandum shall not modify any other terms and conditions of the parties' CBA not specifically addressed herein.

11. The parties agree that this agreement does not set precedence.

For the Council

DocuSigned by:
Laura Middendorf 9/9/2020
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ECBC President

DocuSigned by:
Jake Wiley 9/8/2020
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DDEA President

For the District

Assistant Superintendent/HR Director