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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Josh Daniels, General Counsel
Jenine A. Lindsey, Executive Director of Labor Relations & ADR

Board Meeting Date September 23, 2020

Subject Memorandum of Understanding (“MOU”) between the Oakland Education Association (“OEA”) and Oakland Unified School District (“District”) regarding the impacts and effects of the COVID-19 pandemic, Senate Bill 98, the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 school year and the California Department of Public Health Framework regarding Distance Learning issued July 17, 2020.

Action Requested Approval by the Board of Education of the MOU between the Oakland Education Association (“OEA”) and Oakland Unified School District (“District”) regarding the impacts and effects of the COVID-19 pandemic, Senate Bill 98, the Governor’s Pandemic Plan for Learning and Safe Schools for the 2020-2021 School Year and the California Department of Public Health Framework regarding Distance Learning issued July 17, 2020.

Background On July 7, 2020, the District and OEA commenced negotiations regarding the impacts of the COVID-19 pandemic and the Fall 2020 academic school year in light of the COVID-19 pandemic. As the District publicly expressed an interest in reopening the 2020-21 school year with a Blended Learning Model (a combination of in-person and distance learning for students), both OEA and the District prioritized safety in initial proposals with a commitment to training and clear communication about safety protocols and personal protective equipment (PPE) in preparation for in-person activities.

On July 17, 2020, Governor Gavin Newsom announced his plan for learning and safe schools ahead of the 2020–2021 school year, as the California Department of Public Health (“CDPH”) issued the COVID-19 and Reopening Framework for K-12 Schools in California (“CDPH July 17 Framework”). The CDPH Framework addresses when and how schools should reopen for in-person instruction as the 2020-21 school year approaches. The CDPH guidance ties the ability of school districts to offer in-person instruction to overall disease conditions in its county, as tracked by the [State’s County Monitoring List](#). As Alameda County was placed on the State’s Monitoring List on July 12, 2020, a blended or in person model would not be an option at the start of the 2020-2021 school year.



On August 12, 2020, the bargaining teams for OEA and the District concluded negotiations and executed the subject MOU which addresses Distance Learning in the Fall of 2020. The MOU is effective August 12, 2020 and expires on December 31, 2020.

Fiscal Impact

Funding source(s): Any cost associated with the MOU will be covered by the existing budgets for OEA bargaining unit members. Such cost will be captured in the District's Interim Reports and in the closing of the District's accounting books at year end closing.

Attachments

MOU between the Oakland Education Association ("OEA") and Oakland Unified School District ("District") regarding the impacts and effects of the COVID-19 pandemic, SB 98, the Governor's Pandemic Plan for Learning and Safe Schools for the 2020-2021 School Year and the California Department of Public Health Framework regarding Distance Learning issued July 17, 2020.

MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
OAKLAND EDUCATION ASSOCIATION

Memorandum of Understanding (“MOU”) between Oakland Unified School District (“District”) and Oakland Education Association (“OEA”), collectively “Parties” related to the impacts and effects of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California Department of Public Health Framework regarding Distance Learning.

Distance Learning

The District and OEA recognize the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff. For the purpose of this MOU, “Distance Learning” is defined as in California Education Code 43500(a) and means instruction in which the student and instructor are in different locations.

1. August 5, 2020 through August 21, 2020 will be District-wide Strong Start Weeks for students, staff and families. The District and the Association recognize that bargaining unit members shall be given extra planning time to improve distance learning and create positive outcomes for students.
2. During Strong Start Weeks, unit members shall:
 - a. Have one and a half days to be used for site-based planning designed by administrators, with the remaining time to be determined by teachers for PLCs, PDs and planning to prepare lessons and resources to transition to distance learning from August 5th through August 7th as prescribed in Article 10.1 of the CBA.
 - b. From August 10, 2020 through August 14, 2020 each day unit members shall:
 - i. Conduct a total of sixty (60) minutes of live interaction each day (advisory/wellness check-in, morning, midday meeting, or as determined by the site) with students to comply with SB 98;
 - ii. During this week teachers shall begin to identify Tier 1 interventions to address Academic, social-emotional and behavioral needs.
 - iii. Attend one (1) hour and 30 minutes on, August 13 and 14 of professional development/site meeting led by site leaders;
 - iv. Complete a maximum of two (2) hours of mandatory virtual trainings during the week. No training shall exceed sixty (60) consecutive minutes.
 - v. 30 minute virtual collaboration time
 - vi. The remainder of the day shall be reserved for the unit member’s independent planning and preparation time. Unit members are encouraged to use this additional time to collaborate with members of their professional or content learning community.

- c. Teachers shall be given six (6) additional teacher planning days during the time period of August 19th through September 25th during consecutive weeks, on Wednesday (August 19th, August 26th, September 2nd, September 9th, September 16th, September 23). These additional planning days shall follow the daily interactions outlined in section a above.
 - a. Complete mandatory virtual training/Professional Development. Administrator led and scheduled professional development per Article 10 shall be limited to three (3) of the six (6) Wednesdays above as determined by the Site Administrator.
3. Strong Start Week 2 – During Strong Start Weeks on August 17th through August 21st students shall receive the following.
 - a. Unit members shall provide instruction and direct services to students. Classroom teachers shall adhere to the instructional minute minimums and requirements for synchronous/asynchronous instruction outlined in Attachment A- Distance Learning Sample Instructional Schedules.
 - b. The District shall offer centrally sourced parent and student training including but not limited to Distance Learning, health, technology use, accessing grade level content, personal safety, and public health. These training minutes will count towards the 180 days of student instruction. These training sessions shall count towards asynchronous instructional minutes subject to requirements of the California Education Code.
 - c. Students will also have access to centrally sourced online platforms (i.e. ST Math, Google Classroom) to complete asynchronous assignments which unit members may count towards student attendance and instructional minutes, if applicable.
4. Scheduling, Assignments, and other Parameters
 - a. The Parties acknowledge that master schedules/bells schedules must be flexible to address the unique needs of students and staff during the pandemic period. Accordingly the parties mutually agree to waive all notice provisions related to master schedules and assignments (subject/grade) in Secondary for Fall 2020-21.
 - b. In the event that a middle school or high school cannot adhere to the minimester schedule during the 2020-21 school year, they may submit an appeal. The appeal must be approved by 80% vote of staff at the school site and submitted to the Labor Relations Department on or before August 13, 2020 at 5:00pm. If a vote is in favor of opting out of the mini-mester system, the District shall adjust the master schedules within a reasonable period of time. Such adjustments may include, but are not limited to:
 - i. Revising the master schedules to reflect a traditional or block period day; and/or
 - ii. Adjusting schedules to mimic a traditional or block schedule student and educator experience while maintaining the District-wide marking period.
 - iii. While creating student schedules, the administrator shall implement best practices to maximize instruction including scheduling Special Education and newcomer students first, use of advisory to assign and monitor learning on adaptive on-line programs (e.g. Kahn Academy, Newsela), and scheduling of additional support classes in math and literacy for students who demonstrate need. Administrators may schedule some courses (e.g. math, AP, language courses, VAPA) on a year-long basis through the use of replacement courses.
5. Access to Sites

The District and the Association recognize that some unit members may experience unique, compelling difficulties in performing their work duties from their homes. Recurring access to sites shall be prioritized for individual staff from unstable housing conditions or for specific staff that must use tools and supplies specific to their content in order to provide quality distance learning to their students. Staff in unstable or crowded

housing conditions, or in specific job types: i.e. instrumental music, CTE, SLPs who work in the AAC lab, DHH, VI/O&M shall be prioritized for access. In the event a member needs one-time access to retrieve materials, they shall adhere to the following guidelines as well. In order to protect essential staff and limit the number of staff on campus, unit members, the school safety committee, direct supervisors and the site administrators shall establish a schedule in advance. Access shall follow the guidelines listed below:

- a. The District shall provide temperature checks for all unit members.
 - b. Unit members shall complete health screening forms and surveys.
 - c. Unit members shall restrict movements to only pertinent areas (classroom/workspace, bathroom, work room).
 - d. Unit members shall practice social distancing and following established safety protocols.
 - e. Unit members shall have access to PPE (i.e., mask, face shields, gloves, hand sanitizer etc.) before entering the classroom/workspace, provided by the District. The District shall ensure that the access to the classroom/workspace is in compliance with Criteria 2 which states the following: The District shall establish and maintain safe environments, provide PPE, develop clear protocols and procedures for maintaining safe and healthy facilities, and social distancing, to address possible COVID-19 cases at school sites.
 - f. Unit members shall practice social distancing and following established protocols.
 - g. Unit members shall not bring additional persons onto school sites.
 - h. Unit members shall follow a previously established schedule or timeslot.
 - i. Unit Members shall use appropriate PPE provided by the district.
 - j. Unit Members shall observe all local and state safety guidelines in terms of physical distancing.
 - k. Unit members shall not choose this option if they have been exposed to COVID-19 and/or exhibit any symptoms. As part of symptom screening, the District shall refer symptomatic individuals to an appropriate healthcare provider or testing site.
 - l. Unit members shall not be evaluated based on their usage or non-usage of the site.
 - m. Safety committees, faculty council and/or other site based committees shall review site access on a monthly basis to determine the effectiveness of the policy.
6. Professional Duty Day and Preparation. Classroom teachers shall adhere to the daily instructional minute minimums and requirements for synchronous/asynchronous instruction outlined in Attachment A- Distance Learning Sample Instructional Schedules. Classroom teachers are expected to work 370 duty minutes per day on average; however, in recognition of the unprecedented challenges of the COVID-19 pandemic, a unit member cannot be required to schedule any synchronous instruction before 9 A.M. or after 3:15 P.M. Any synchronous instruction scheduling outside of this time shall be at the unit member's discretion. Mandatory professional development and/or PLCs (i.e., Wednesday PD sessions) shall also occur between 9 A.M. and 3:15 unless by mutual agreement.
- a. To support differentiated instruction and facilitate advanced learning, weekly Small Group Instruction will be a district-wide priority. Unit members will offer-Small Group Instruction to the greatest extent possible in order to comply with Education Code 43504(b). Teachers shall have the flexibility to schedule small and one-on-one instructional minutes as suggested in the Learning and Continuity and Attendance Plan that work best for their students and families.
 - b. The remainder of the teacher work day outside of direct services/instructional minutes, and monthly PD and PLCs, shall be flexible time scheduled at the teacher's discretion.

7. The daily schedule and professional duty day for unit members shall be consistent with Article 10 and this MOU to ensure flexibility during the COVID-19 pandemic. The flexible work day is intended to provide flexibility for caregivers and cultivate a climate that is not overly punitive while meeting all legal obligations and the needs of students and families.
8. Professional development, preparation/planning time and collaboration time shall be as outlined in the CBA and within the hours stated in this MOU (between 9:00 A.M. and 3:15 P.M.). Members shall share an invitation to weekly teacher-led collaboration meetings with their administrators to observe teacher-led meetings. Any administrative logistical announcements or check in shall be reserved for regular scheduled staff meetings or sent via email unless requested otherwise by a unit member. Unit members shall attend regular staff meetings and PD which shall be scheduled after 9:00 A.M. or before 3:15 P.M. unless decided otherwise by mutual agreement.
9. Substitute educators and out-of-classroom certificated staff may be assigned to assist elementary and secondary teachers while providing synchronous instructions to students with break-out rooms and support for asynchronous activities when needed, as determined by the site administrator. Such assignments shall be subject to written approval of the Superintendent's designee. Within 5 days of OEA member ratification of this MOU, substitute teachers shall be surveyed to determine the weekdays the substitute is available to take these assignments and the electronic "Special Assignment Approval Form" will be made available to all substitutes. Substitutes may opt to be placed in a pool for assignments subject to this provision. When a permanent unit member is sick, substitute coverage shall be prioritized.
10. Distance Learning, all bargaining unit member's workday shall adhere to the instructional minute requirements for synchronous and asynchronous instruction and direct services requirements prescribed below and in *Attachment A-Sample Distance Learning Instructional Schedules*. Unit members are expected to maintain a schedule which consists of instructional time, direct services/indirect services, Flex time and Duty Free Time. Student support providers are expected to maintain a set schedule which consists of Direct and Indirect Services, Flex time and Duty free time.
11. Direct service/instruction shall be both synchronous (live) or asynchronous (pre-recorded). Unit members shall deliver a minimum number of daily synchronous minutes consistent with this MOU and *Attachment A-Sample Distance Learning Instructional Schedules*. All students shall receive the following minimum synchronous minutes daily:
 - a. PK-K: A minimum of 80 minutes (4 days)/ 60 minutes (1 day)
 - b. 1-3: A minimum of 110 minutes (4 days)/ 90 minutes (1 day)
 - c. 4-5: A minimum of 120 minutes (4 days)/ 90 minutes (1 day)
 - d. 6-YA: A minimum of 150 minutes (4 days)/60 minutes (1 day)
12. Daily Live Interaction Pursuant to Education Code 4503(b).
 - a. Students must have daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
 - b. To cultivate social emotional learning and well being of students, connectivity time with peers and advanced learning, teachers shall adhere to the instructional minute minimums and requirements for synchronous/asynchronous instruction outlined in *Attachment A-Sample Instructional Schedules* to ensure that all students receive synchronous instruction. Synchronous instruction means live full class instruction and other forms of live instruction or instructional support, including but not limited to 1 on 1, large group, or Small Group Instruction.
13. To support differentiated instruction and facilitate advanced learning, weekly Small Group Instruction will be a district-wide priority. Unit members will offer Small Group Instruction to the greatest extent possible in order to comply with Education Code 43504(b).
 - a. Preschool: The District and Association recognize the importance of limiting minutes of consecutive screen time for students in preschool. As such, services shall be provided to balance direct instruction

and collaboration with families as valued partners in the instruction of early childhood learners. Each early childhood teacher's 420 minute workday shall be broken down as follows:

- i. 30 minutes daily of whole group, synchronous instruction and 30 minutes daily of synchronous small group instruction three times daily for a total of 120 minutes
 - ii. Additionally 3, 10-15-minute small group (30-45 min total), synchronous sessions per day for students who need additional support/instruction
 - iii. 60 minutes daily provided for family connections
 - iv. 180 minutes of flexible time, which includes but is not limited to:
 1. Prep time
 2. Complete DRDP reporting/reflections
 3. Lesson planning
 4. Virtual parent conferences and supports
 5. Providing Big Day for PreK resources to families
 6. Informal assessments for students
 7. Complete IEP and Reports with PreK SPED Teachers
- c. Elementary: Each elementary student shall receive/participate in the following:
- i. A daily morning/midday class/community meeting to cultivate social and emotional learning and connectivity time with peers in accordance with SB 98.
 - ii. Whole group instruction daily (synchronous).
 - iii. Small Group Instruction (synchronous) twice per week (at minimum).
 - iv. Additional Small Group Instruction shall be created based on a combination of assessment data, observations, and in accordance with the Multi-Tiered Systems of Support plan at the school site which is aligned to the District Model.
- d. Each secondary student shall receive the following:
- i. Whole group instruction daily (synchronous) per content area.
 - ii. Additional Small Group Instruction shall be created based on a combination of assessment data, observations, and in accordance with the Multi-Tiered Systems of Support (MTSS) plan at the school site which is aligned to the MTSS District Model
 - iii. To support social-emotional connectivity, academic progress check-ins for students and technical support, unit members shall conduct small group check-ins and/or advisory periods for students in middle and high.
 - iv. Secondary Small Group Instruction and advisory minimums are as follows:
 1. Grades 6-8: Each student shall receive weekly small group or 1:1 advisory support (30-40 minutes each session). Unit members shall prioritize students who are not submitting work or engaging in distance learning regularly for 1:1 sessions or Small Group Instruction for the given course. Additionally, Small Group Instruction shall be provided for students who require Tier 2 academic support in ELA, ELD, and math.
 2. Grades 9-10: Each student shall receive weekly small group or 1:1 advisory support (30-40 minutes each session). Unit members shall prioritize students who are not engaging in distance learning and/or who are off-track to graduate for 1:1 sessions. Additionally, Small Group Instruction shall be provided for students who require Tier 2 academic support in ELA, ELD, and math.
 3. Grades 11-12: Each student shall receive weekly small group or 1:1 advisory support (30-40 minutes each session). Unit members shall prioritize students who are not engaging in distance or learning and/or who are off-track to graduate for 1:1 sessions. Additionally, Small Group Instruction shall be provided for students who are not on-track to passing A-G required courses.

4. Small Group Instruction shall be created based on a combination of assessment data, observations, and in accordance with the Multi-Tiered Systems of Support (MTSS) plan at the school site which is aligned to the MTSS District Model.

14. Asynchronous Instruction

- a. Bargaining unit members may opt to use grade level/subject specific instruction pre-recorded by the teacher and/or pre-recorded instruction from the Learning Continuity and Attendance Plan as a supplement to synchronous instruction and to allow for more Small Group Instruction time.
- b. Unit members will either record live whole group and/or small group sessions with District obtained parental consent or provide other alternative means for students, and particularly those in need of additional academic support (i.e. through differentiation and/or paraeducator/instructional support specialist service minutes) or students unable to attend synchronous instruction, access to instructional content as needed.
- c. When students are not in whole group or Small Group Instruction, unit members will provide students with tasks that are aligned to the scope and sequence for their grade-level/ subject area as described in the grade-level/subject area scope and sequence guidance documents. The instructional day for students shall be approximately (4 hours). Unit members shall distinguish between independent practice and unit member led instruction.

15. Flexible Schedule Time

- a. The remainder of the unit member work day (outside of the direct services/instructional minutes in this MOU above and the Professional Development and Collaboration minutes outlined in the CBA) shall be flexible schedule time. Flexible Schedule Time may include, but is not limited to the following activities:
 - i. Planning instruction and/or services
 - ii. Co-planning amongst colleagues
 - iii. Non-mandatory Professional Development (including up to 30 minutes per week of access to Wellness Resources during the first two weeks of school) and Staff Meetings,
- b. Flexible Schedule Time shall include, the following activities:
 - i. A set schedule of virtual office hours (at least once per week).
 - ii. Participating in IEP Meetings (non-Case Managers)
 - iii. Providing Feedback to Students
 - iv. Grading
 - v. Bargaining unit members shall provide daily documentation in Aeries of student participation/attendance as required by the Learning Continuity and Attendance Plan and Senate Bill 98 (“SB 98”):
 1. Document daily participation for each student by the end of each day (no later than 5 P.M.) and in compliance with District policy;
 2. If a student does not participate in Distance Learning, they must be documented as “absent”
 3. “Participation” may include (but is not limited to):
 - a. Evidence of participation in online activities;
 - b. Completion of regular assignments;
 - c. Completion of assessments;
 - d. Contacts with students or parents
 4. Weekly engagement record for each student, which must:
 - a. Document synchronous or asynchronous instruction for each whole or partial day of distance learning.
 - b. Verify daily participation.

- c. Track assignments
- 5. If a student completes asynchronous assignments after hours, teachers will be able to amend the attendance/participation record the following day.
- vi. Monitoring Student Activity
- vii. Gathering Formative and Summative Assessments
- viii. Sharing Progress with Students and Families
- ix. Collaborating with other unit members and Support Staff includes developing and implementing re-engagement strategies for students as required by SB 98.
- x. All legal and contractual requirements are met including, SB 98 state, federal and local laws, all relevant collective bargaining agreements, and this MOU.
- xi. Weekly participation in Professional Development and Collaboration outlined in the CBA.

Compensation, Health and Well Being During the COVID-19

1. Unit members shall remain in regular paid status with the ability to work remotely and shall perform duties consistent with the Learning Continuity and Attendance Plan and this MOU.
2. In service training offered to new substitutes as prescribed by Article 21.18.4 shall be paid.
3. The OUSD Learning Continuity and Attendance Plan shall provide teachers with an alternative method of delivering instruction (i.e. Google Classroom, Zoom) that does not require unit members to physically report to work. The District, in collaboration with the Association, agrees to revisit the Learning Continuity and Attendance Plan and update provisions, as needed for certificated staff to enable students to engage in a unique education delivery model.
4. The Parties agree to jointly promote equity and targeted learning for all students with a focus on OUSD's most vulnerable youth including:
 - a. African American and Latino/a Students
 - b. Foster youth
 - c. Homeless students
 - d. Newcomer students
 - e. Special education students
 - f. Students who are far below grade level based on assessment measures (Tier 2 and Tier 3 Supports)
 - g. Students needing mental health services (including social emotional/behavioral supports)
5. In order to Prioritize Oakland's Most Vulnerable Students:
 - a. When in-person evaluations/assessments are needed for Oakland's most vulnerable students and those needs cannot be met by unit members remotely or through unit members opting to provide in-person assessments, the District may arrange for non-unit members to provide these assessments (i.e. non public agencies and community partners).
 - b. Unit members will be offered the opportunity to provide in-person assessments (voluntary).

Communication, Collaboration, Privacy, Security Equipment, Training and Technical Support

1. Bargaining unit members shall check their District email daily during the course of the duty week and respond to Administrator emails and/or emails from students or families within 24 hours (during the duty week/duty days).
2. On a weekly basis, unit members shall inform parents and students of weekly goals consistent with the grade level scope and sequence and their availability to provide support and clarification via weekly office hours, email, text, and/or other virtual platforms.
3. Bargaining unit members shall have scheduled office hours for families and students at least weekly.

4. Bargaining unit members serving in student support roles should communicate in accordance with the student support section of this MOU. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
5. Bargaining unit members lessons, video chats, and participation in any District activities shall not be recorded without the explicit permission of unit members.
6. The District shall provide clear privacy guidelines to all unit members around using technology with students. This is to include health workers that must be HIPAA compliant and other privacy related rules.
7. Bargaining unit members shall be held harmless for the reasonable use of technology, as it relates to privacy concerns, during this time.
8. Unit members will either record live whole group and/or small group sessions with District obtained parental consent or provide other alternative means for students, and particularly those in need of additional academic support (i.e. through differentiation and/or paraeducator/instructional support specialist service minutes) or students unable to attend synchronous instruction, can access instructional content as needed. The District shall include parental consent for student recording in student registration packets. The District will notify students and families of Ed Code 51512, which prohibits "the use by any person, including a pupil, of any electronic listening or recording device in any classroom without the prior consent of the teacher and the principal of the school" through district-wide communication.
9. The District will provide students with devices (i.e. chromebooks), internet connections, and other necessary supplies for distance learning consistent with SB98.
10. The District will provide chromebooks to unit members and make every effort to provide all necessary equipment, internet connections, and any other supplies to deliver distance learning. On a case by case basis, the District may provide bargaining unit members with hot spots when possible. Unit members shall not be liable for unintentional damage to District equipment by staff. Unit member's classroom, office space, or alternative locations shall be made available in compliance with this MOU as a safe, alternate location for implementing distance learning. The District will support unit members in printing and safely distributing materials and/or electronic devices to students during the Strong Start Phase (or thereafter).
11. Bargaining unit members shall consult the Learning Continuity and Attendance Plans and use professional judgement when creating learning plans for students.
12. The District shall provide translation support to all members as normally provided. Unit members shall contact their site administrator to access translation support already existing at our school sites by matching unit members to human resources on the campus.
13. The District shall continue to provide bargaining unit members with an array of distance learning tools/digital platforms to support distance learning described in the Learning Continuity and Attendance Plan.
14. The District will encourage sites to adopt a uniform virtual classroom platform to improve learning experiences for students and support parents and families in assisting instruction in a single virtual classroom platform. For the purpose of complying with SB 98, unit members shall use District-provided tools in Learning Continuity and Attendance Plan for tracking student participation, assignments, and communicating student progress (i.e., Google Classroom, Aeries Gradebook, etc.)
15. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning and the Continuity of Learning and Attendance Plan. Professional development opportunities shall be available starting August 5, 2020. Each bargaining unit member will be offered professional development virtually. Bargaining unit members shall complete the following mandatory trainings (virtually) September 30, 2020:
 - a. COVID-19 Prevention and Safety Planning;

- b. OUSD's Learning Continuity and Attendance Plan including, Modified Scope and Sequence to advance learning, best practices on the effective use of on-line learning platforms for distance learning and special attention to engaging students that are not participating; and
 - c. Anti-racism/Unconscious Bias training to promote positive school culture on campus and in the workplace.
 - d. Unit members may be required to complete additional mandatory training on effective use of online platforms, re-engagement strategies, or other topics as needed to provide services or comply with federal, state and/or local regulations, The District shall consult with the Association regarding additional mandatory trainings.
16. Professional development opportunities shall occur virtually on a weekly basis, under the following conditions:
- a. Weekly Professional Development shall be as prescribed by the CBA and limited to the 9:00- 3:15pm duty day outlined in this MOU.
 - b. Bargaining unit members shall not be mandated more than 90 minutes of consecutive screen time.
 - c. The District shall provide additional, optional, Professional Development courses that include courses that address wellness for educators, as well as students.
 - d. The Association may consult on the selection and scheduling of district wide professional development opportunities.
17. Weekly collaboration time shall follow monthly minimum minutes as prescribed by the CBA.
18. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.
19. The District shall distribute information about ergonomic safety. As determined through the Reasonable Accommodation Process pursuant to California's Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA), the District may provide basic furniture to maintain ergonomic safety to unit members.

Special Education

1. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. The Special Education and Support Services Committee will meet with the Special Education administrators. In addition to the other requirements outlined in this MOU, the parties agree to ensure that all students have access to Free and Appropriate Public Education (FAPE). Therefore, the parties agree to do the following:
 - a. To the maximum extent possible, and in accordance with SB 98, implement each student's IEP.
 - b. Ensure children with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities and support where necessary.
 - c. Ensure parents/guardians are active participants in their child's educational process and informed of student progress on an ongoing basis in accordance with CA Ed Code.
2. SPED and Support Services Committee
 - a. The committee shall be composed of at minimum: 1. Instructional Coach, 1 young adult program teacher, 1 early childhood education teacher, 1 school psychologist, 1 speech language pathologist, 1 school nurse, 1 social worker, and 2 other related services providers (eg APE, VI, O&M, etc.), and up to 4 K-12 special education teachers. The Special Education Department will ensure the participation of Special Education Coordinators and the Executive Director.

- b. The committee is open to representatives of other bargaining units within the Special Education department.
 - c. The committee shall convene twice monthly, until both parties agree otherwise, at a mutually agreed upon time, to discuss all concerns related to SPED for the length of this MOU including but not limited to: safety concerns, paperwork, backlog of in-person assessments, technology and its distribution, the provision of student & teacher materials, the implementation of the MOU, caseloads, work space, and workloads
 - d. The Committee shall elect 1 recorder to take minutes and record decisions. All minutes shall be reviewed and approved by the committee and the District and emailed to all members by the Special Education Director.
 - e. The norms, structure, and the agenda shall be mutually developed by the Special Education Director and the Association.
3. Students with IEPs will be provided a continuity of learning through a variety of learning resources, as appropriate. This enables all students access to the equitable learning opportunities. The District will work with site leaders to ensure the access of students with Special Education is prioritized in planning for technology, curricula materials, and scheduling.
 - a. The District shall procure computers, hot spots and other devices or specialized materials needed in accordance with students' IEPs (e.g. communication devices, occupational therapy tools). An electronic form system will be utilized to collect feedback from unit members regarding the specific materials and tools required per IEPs by caseload. The District shall purchase and disseminate such materials in a timely manner. Special education teachers and students will be prioritized in the distribution of such items.
 - i. The electronic form shall not be duplicated with any site assessments and comply with the reduced paperwork clause.
 - ii. The District will communicate a response to unit members within 2 weeks of completing the electronic form.
4. Each school site shall meet with the Faculty Council and the Special Education Department lead or Education Specialists at the site to recommend a uniform and developmentally-appropriate learning platform for the site. For early childhood special education programs, the platforms should be determined by representatives from the ECSE department. Education Specialists reserve the right to choose an alternative platform if it better serves the instructional needs of their students.
5. The Special Education Committee will follow CA Education Code when there are potential changes to the Department selected curriculum and the continuum of services provided by each special education program. The adopted curriculum implementation shall adhere to:
 - a. SPED teachers shall be provided with dynamic, engaging curriculum and online resources appropriate to their programs, equivalent to those provided to general education and such resources shall include but not be limited to those that are in compliance with state law regarding Dyslexia AB 1369.
 - b. The District shall provide subscriptions to educationally-appropriate applications and ensure all appropriate members and students can access them.
6. The District and the Association continue to recognize Special Education Teachers and students as part

of school sites communities and will continue to recognize the need to reduce paperwork. Special Education Teachers assigned to school sites will not be required to duplicate work. Both parties will work collaboratively to streamline work duties. To that end, the SPED Committee shall meet with SPED Administrators to discuss paper workload.

- a. For the duration of distance learning, due to the unique challenges associated with holding and coordinating virtual IEPs, all Special Education Teachers and Speech Pathologists shall receive one (1) designated release day per month to complete additional work duties required by Distance Learning such as holding IEPs, completing IEP paperwork, updating progress on goals et al. The date of the release day will be determined by department leadership and communicated via a written calendar. Special Education Teachers and SLPs shall communicate with their supervisor and Instructional Coach prior to the conclusion of each release day to set goals for the time and ensure the time is utilized as intended. Unit members shall notify their supervisor to arrange for a mutually-agreeable alternate day if needed. Other related service providers shall request a designated release day in writing to their Supervisor and receive a response to that request within 5 working days.
 - b. Per SB 98 requirements, all case managers will create a Distance Learning Plan for each student on their caseload that contains the services, accommodations, and supplementary aids the child will receive during an in-person closure of greater than 10 days due to an emergency. The District will create a template for this plan and provide members with guidance to complete it no later than September 30.
 - i. New Education Specialists and Support Service Providers shall be given 1:1 support to develop such plans.
 - ii. The Special Education Committee will review the template and provide feedback.
 - iii. The Special Education Committee shall review the procedures and guidance for implementing SB 98.
7. It is the intention of both parties to comply with federal and state guidelines when planning and holding IEP meetings.
- a. Virtual tools shall be used to hold IEP meetings and to meet and collaborate on a student's IEP.
 - b. Members shall not be required to return to schools in person to facilitate the distribution of hard copies of IEPs. Teachers shall attempt to collect physical signatures (e.g. providing mailing and drop-off information for Special Education offices), but shall not be required to do so for IEPs held virtually. Electronic signatures may be utilized in lieu of written signatures. The district will provide hard copies of IEPs to families as requested. The District shall be responsible for all costs associated with this article.
 - c. The Special Education Department will continue to hold virtual training opportunities and provide ongoing support for teachers.
 - d. Special Education will provide clear guidance in regards to HIPAA and FERPA
 - e. Case managers will make a good faith effort to schedule IEPs and document attempts to schedule IEP meetings with families aligned to Federal and State guidelines. Records shall be maintained in a format to be determined by individual case managers.
 - f. The District will continue to provide translation support for virtual, telephonic and written
 - g. communication with students and families (e.g. LanguageLink, TalkingPoints, etc.). The District shall provide sign language support or closed captioning for D/HH students and interpreters for IEPs that are conducted within a platform that does not have CC enabled.
 - h. A documented effort shall be made to comply with holding IEP meetings as aligned to Federal and State guidelines.

8. Instructional minutes, including synchronous and asynchronous time and flex time, shall be aligned to the minutes of instruction set forth in *Attachment A-Sample Distance Learning Instructional Schedules* of this agreement. Special Educators shall use such minutes to hold individual and group sessions in a manner aligned to students' IEPs to the greatest extent possible.
9. The Special Education Department will develop, in consultation with the Special Education Committee and Support Services Committee, 3543.2(a)(3) Et al, virtual training opportunities and provide ongoing support for members.
10. The District shall provide translation support for virtual, telephonic, and written communication with students and families.
11. The District shall provide sign language support and closed captioning for students whose IEPs require such services and interpreters for classroom meetings that are conducted within a platform that does not have CC enabled.
12. All unit members working in sites outside of the District, including private, charter, nonpublic, home and hospital, etc., shall have the same rights and responsibilities as all unit members and not be held to the policies set forth by any entity outside of the District.
13. The District and the Association shall bargain the impacts of any programmatic changes to Special Education teachers identified by the Association. Including, but not limited to, summer school, use of ECE programs, home and hospital, etc.

Student Supports and Related Services

1. The District and the Association recognize that the student support staff unit member positions are unique. During Distance Learning, support staff unit members shall be responsible for their own daily schedule.
 - a. Student support providers' work day shall be 240 minutes of direct and indirect daily services, inclusive of small groups and consultation services indicated in students' IEPs.
 - b. The remainder of the work day shall be flex time, time to write and hold IEPs, and preparation time.
 - c. IEP services will be provided based on student's needs and to the extent possible as delineated in the student's IEP in accordance with SB98.
2. Parties value the need for ongoing consultation and collaboration at the site level to continue identifying and providing appropriate student supports and services unique to each site. Parties agree to strengthen school-site procedures by adjusting current practice, implementing new policies, and strengthening existing systems (i.e. MTSS) designed to provide equitable services to all students who require intervention.
3. Bargaining unit members serving in student support roles including, but not limited to, counselors, nurses, speech and language pathologists, home and hospital, ECE shall provide student services as outlined in the MOU.
 - a. Unit members shall comply with Section 10.6.4 ("paperwork reduction").
 - b. Unit members shall be provided the necessary information by District personnel to provide support for students and families.
 - c. Bargaining unit members shall not be required to return to work to access information.
4. The District, in consultation with the Special Education Committee, shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
5. The District shall continue to provide translation support for virtual, telephonic, and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.). The District shall provide sign language, closed captioning, and any other appropriate translation/interpretation services for parents/guardians who require support.

6. The District shall provide sign language supports and closed captioning for students who require sign language interpretation per IEPs.
7. Student Support Providers shall be provided access to online scoring programs and shall be provided sufficient testing protocols at the start of the school year to avoid extensive social interactions on campus.
8. The District and the Association will meet and confer relative to district-adopted platforms. The District will ensure availability of a platform that shall include HIPAA/FERPA compliance, accessibility features (e.g., CC available, high contrast for VI, etc.), and interactive capabilities.
9. Case management and IEPs will follow the terms outlined under Special Education.
10. The District and the Association will meet to review the district's risk assessment plan and ensure it is aligned to the current challenges facing our students.
11. Refer to Appendix for Orientation & Mobility/Teachers of the Visually Impaired
12. All unit members working in sites outside of the District, including private, charter, nonpublic, home and hospital, etc., shall have the same rights and responsibilities as all unit members and not be held to the policies set forth by any entity outside of the Districts.

Psychologists

School Psychologists shall provide distance support services guided by Federal and State guidelines throughout the Covid-19 Pandemic.

1. Unit members shall maintain assignments as agreed upon at the conclusion of the 2019-2020 school year and maintain ratios in compliance with CBA section 21.10.2.
Within two weeks of student start date, unit members shall provide an individual school-site schedule, aligned with CBA 21.10.2, to the Psychological Coordinator. This daily schedule shall include school site name and contact information.
2. Unit members returning from prior school year shall retain their individual past practice duties that can be completed by remote means and shall provide direct, virtual, short-term social-emotional/behavioral services to up to six students with IEPs identified as requiring such direct support. The District shall provide a consent agreement for parents/educational rights holders to review and sign prior to services being initiated to reinforce the importance of confidentiality. Further, the District shall provide psychologists with professional learning opportunities specific to the virtual provision of social emotional/behavioral supports services. Unit members shall determine the length of any service based on professional judgment, as well as data collected to establish a need for support and reserve the right to decline any request to put the support in an IEP, unless the support is already in an IEP. Unit members may terminate a social emotional/behavioral support session should there be a concern relative to confidentiality. The Special Education joint committee may discuss any concerns or impacts to members relative to the provision of short-term social emotional/behavioral support services.
 - a. Based on their caseload in accordance with 21.10.2, psychologists shall initiate and continue to complete past and current in-person duties and assessments that can be completed through remote means.
 - b. Within their assignment, unit members shall conduct an informal needs assessment at each site within 3 weeks of student start date and apply professional judgment to ultimately determine how to best support the needs of students and staff at each respective location.
 - c. Unit members shall continue to log completed assessments on a monthly basis.
 - d. All formal meetings (i.e. IEPs) and interviews shall be scheduled via telephone or virtual means.

- e. District shall develop and implement a policy to help facilitate printing and mailing of psychological reports. Psychologists should use electronic communication to the maximum extent possible when engaging with families to reduce the amount of physical paperwork that must be printed and mailed.
 - f. Unit members shall create a confidential file for each student with whom they are working.
 - g. When applicable, the District shall provide remote resources and platforms aligned with HIPAA and FERPA guidelines to facilitate service of multiple students (e.g., Zoom, Doxy).
 - h. The District shall procure computers for School Psychologists rather than Chromebooks to allow for full online platform and software capabilities.
 - i. District shall invest in online forms and scoring licenses for rating scales that can be completed virtually.
3. All department meetings and training shall be scheduled and provided by virtual means.
- a. Unit members shall receive regular updates from the Special Education Department about all revisions and changes in Federal, State, and local guidelines/mandates specific to duties and responsibilities pertinent to School Psychology.
 - b. Psychologists shall support Case Managers in engaging with families to obtain consent to conduct 'review of records' evaluations for triennial IEPs in accordance with district protocol and proceed with such evaluations when parents/educational rights holders consent.

Speech-Language Pathologists

Speech and Language Pathologists shall provide services as described by Federal and State guidelines during the Covid-19 context.

1. In accordance with federal and state law, direct services and consultation will follow each student's IEP to the maximum extent possible.
2. Caseloads for SLPs will be developed in accordance with Article 21 of the existing CBA with SLPs supporting exclusively preschool-aged students being maintained at 1:40.
 - a. The Special Education Committee will monitor caseloads monthly.
 - i. When a SLP and Department Leadership agree that a specific caseload's composition is such that it is not possible/reasonable to complete all core duties within the workday, the Department will provide relief from an itinerant, relief-focused SLP or a SLPA within 30 days.
 - ii. SLPs with concerns or specific needs relative to their caseload shall consult with the Special Education Committee and their Coordinator to reach a mutually agreed-upon, equitable alteration in method of service delivery (e.g., due to more individual sessions, therapy materials sent home, etc.), contingent upon IEP review and consent to be implemented within 15 days.
3. Daily Schedule: SLPs shall establish their own schedules based on students' IEPs and confer with their supervisor regarding designated release days and share such schedules with their supervisor.
 - a. Service minutes shall be provided via email, telephone, and agreed-upon virtual platforms.
 - b. When appropriate, SLPs may propose to amend IEPs to better meet the needs of students and families.
4. Distance Learning Platforms/Materials
 - a. The Special Education Committee shall meet and confer relative to the district-adopted virtual platforms.
 - b. To the extent possible, The District shall provide relevant teletherapy materials and subscriptions/licenses for teletherapy resources (e.g., BoomCards, Boardmaker, etc.) and ensure all members can access them. The Department will solicit feedback from SLPs when determining material and subscription investments.

- c. Due to the unique challenges associated with meeting students' communication needs in a virtual format during distance learning, the Department shall establish a centrally-held budget of \$200 per SLP for therapy materials and platforms to support students. SLPs will complete the materials form to indicate the need for specific materials and upon review, such materials will be purchased and items will be distributed to staff as efficiently as possible. Any tangible items purchased shall remain district property, and SLPs shall return materials upon departure, unless the item has been consumed or exhausted.
 - d. The District will procure computers for SLPs rather than Chromebooks to allow for full online platform use and software capabilities.
 - e. The District shall provide students with the appropriate technology and educational equipment as deemed in their IEPs (e.g. AAC device) and be responsible for coordinating the distribution of such technology and equipment.
5. Assessments shall be conducted remotely when possible (e.g., triennial record reviews, partial assessments, etc.) and by "Record Review" when appropriate and with parent/educational rights holder consent.
- a. The Committee will review the upcoming assessments for SLPs monthly and will provide additional assessment support to an SLP when there is mutual agreement that the number of assessments due is excessive.

Nurses

As OUSD's School Nurses provide an invaluable resource and a unique cross sector knowledge base during the COVID-19 pandemic (an intersection of education and health services), the Nurse Faculty Council shall meet twice monthly through October 30, 2020 (and as mutually agreed thereafter) to discuss appropriate trainings, workflow changes, equipment and other topics as necessary for the 2021 school year. The District and Association in consultation with the Nurse Faculty Council shall negotiate any impacts identified by the Nurse Faculty Council. or the District. Nurses shall continue to provide indirect (not in person) services for students and families including case management, paperwork/documentation (i.e. LEA Billing, Aeries entries, IHPs, SEIS Documentation). Additionally, Nurses shall provide the following supports during distance learning:

- a. Run reports in Aeries and SEIS to identify their population with health needs
 - b. Follow up with families of students with reported health conditions to assess students' health conditions to obtain medical orders.
 - c. In preparation for blended/in person learning, prepare to send medical forms home by electronic means when possible.
 - d. Review training videos for nurses.
 - e. If paired with support staff (LVN, 504 Tech or Health Assistant), schedule an initial check in on August 6th (LVN) or August 7th (504 Teach/Health Assistant) to discuss shared work and establish regularly scheduled weekly check in.
1. The Nurse Faculty Council shall be provided the site assignments for the 2020-2021 school year that are in compliance with the CBA 21.9.1. Nurses shall review the assignments over the first 3 weeks and advise of any recommended changes in light of closure due to COVID-19.
 2. Nurses shall make their own daily schedule consistent with the nurses site assignments.
 3. Nurse workload shall be evenly distributed among nurses.
 4. Nurses shall participate in the IEP and 504 Process. Nurses shall attend virtual IEP and 504 meetings, complete health assessments and may conduct by indirect (no in-person) record review only, assessments, if when appropriate and with parent/educational rights holder consent.

5. Distribution and collection of paperwork. To the extent possible, nurses shall utilize electronic means to communicate and receive necessary medical orders/paperwork from families and health care providers. If it is necessary to communicate and receive medical orders/paperwork via mail:
 - a. The district shall provide supplies, including postage and envelopes that do not require a moistening seal and to ensure safe distribution and collection of paperwork by the nurses.
 - b. Nurses shall wait 24 hours before distributing materials to families after preparation if only paper-based materials are involved and wait 72 if plastic materials or other materials are used.
 - c. Any locations used for preparation and collection of supplies shall be thoroughly cleaned by the individual and/or custodial staff who uses the space, following the Safety cleaning protocols, before preparation, distribution or collection begins.
6. Nurses shall receive timely, daily updates from the District, including but not limited to the Legal Department, Health Services Department and/or the Special Education Department, about all revisions and changes Federal, State and local guidelines/mandates specific to duties and responsibilities pertinent to School Nurses.
7. Health Services shall communicate all updates in the morning “Daily Huddle” email.
8. The District shall provide no cost PD opportunities to nurses. At least 50% of PD time shall provide continuing education units that meet the California Board of Registered Nursing requirements for contact hours (California Code of Regulations, Section 1451, Article 5). Department meetings and training shall be scheduled and provided by virtual means.
9. The District shall provide the equipment required (computers capable of accessing ZOOM or Google Hangouts, platforms, and smart cell phones capable of accessing applications TalkingPoints, Google Hangouts, etc.) to ensure necessary communication with families, students, medical providers and OUSD employees.

Counselors

1. Counselors shall provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted, telephone or video conference, as appropriate.
2. Other duties designated in counselor flex time may include, but are not limited to:
 - a. School Counselors provide services aligned with a distance service delivery model.
 - b. Scheduling Students
 - c. Counseling services for students and parent/guardians
 - d. Transcripts
 - e. College Prep/Transition prep
 - f. Crisis Intervention
 - g. Schoolwide events as needed (i.e., registration, info events, elective choice, FAFSA, college planning events, etc)
 - h. Teacher/staff/admin consultation/ Special Education Department
 - i. Provide remote counseling support (i.e. teletherapy), social-emotional and Crisis Learning support virtually for students on their site.
 - j. School Counselors shall make every attempt to conduct contact with students on their caseloads and wellness check-ins as needed.
 - k. The District shall provide all School Counselors with technology that can access all platforms/materials.
 - l. The District will develop virtual training opportunities and provide ongoing support for School Counselors

VAPA

The District shall consult the most recent nationally accredited research on safety in teaching Visual and Performing Arts subjects when making decisions about VAPA classes. Such information will be disseminated to site administrators

and teachers. In light of the unique needs of students while participating in Visual and Performing Arts programs District wide, the Parties agree to form a joint OEA and District committee to provide guidance in the following areas:

- a. Appropriate online materials (including Student supply kits, Sample Elementary Art Kits, Sample Middle and High Art Kits/Specialized Art Kits).
- b. Compliance with copyright rules in providing individual materials to students.
- c. Providing individual student instrument and instrument accessories where appropriate.
- d. Administrators shall work with music teachers to determine a list of necessary individual supplies prior to the start of the year to allow for enough time to plan and to distribute materials to students by the tenth day of instruction. The District will consider recommendations and guidance from the VAPA Joint Committee and seek funds to procure materials.

Substitutes

1. Day to day Substitutes shall be invited to attend one paid in service (virtual) the first month of school pursuant to Article 21. Teachers may post a sub assignment when sick pursuant to the CBA.
2. Long term substitutes who have accepted an assignment prior to August 5, 2020 may attend professional learning on August 5, half day professional learning and half day of collaboration time on August 6, and teacher preparation time on August 7 (per CBA) for compensation. Additionally, long term substitutes shall attend professional development offered to permanent unit members pursuant to this MOU.
3. STIP substitutes and long term substitutes will receive paid training (during the normal workday) in online instruction needed to provide supplementary online support for small groups and 1:1 during professional development time prescribed in the CBA or this MOU.
4. The District shall comply with the CBA as to the number of STIP substitutes at sites to support specific schools and if in person instruction commences, the District shall make efforts to increase the number of STIP substitutes.

Social Workers

1. Social Workers shall provide services aligned with a distance service delivery model. Social Workers shall provide distance service and perform duties and responsibilities outlined below.
2. Social Workers within the special education department shall only be assigned to work with students eligible to receive Educationally Related Mental Health Services (ERMHS) and who an IEP team has agreed require placement on an intensive outpatient or counseling-enriched program caseload
3. Social Workers shall provide remote counseling support (i.e. teletherapy) and conduct evaluations for students on their caseload, including interviews, parent/student rating scales, and reviews of records.
4. Social Workers shall provide individualized & group mental health counseling services aligned with the students' Individual Education Plan and the workday.
5. While recognizing the unique needs of students and the circumstantial barriers, Social Workers will make every effort to provide counseling sessions via a virtual platform.
6. The District shall provide relevant teletherapy and social-emotional resources, including subscriptions for behavioral and social-emotional curricula/platforms where necessary to support students' treatment plans.
7. Social Workers shall make every attempt to conduct daily contact with students on their caseloads to conduct a wellness check-in. This can be done via phone call, virtual tools, text message, and email.
8. Unit members shall have access to personnel for printing and filing at PEC main office.
9. Social Workers shall provide case management services and coordination of community services.
10. The District shall provide all Social Workers technology that can access all platforms/materials.
11. Upon request, the District shall provide students receiving ERMHS with at-home coping supplies (i.e. making coping boxes with therapy materials like stress ball, kinetic sand, etc).

12. When possible, the District shall prioritize the needs of students with mental health services in the food delivery plans. Social workers shall complete the form to indicate families who may benefit from such delivery services.
13. The District, in collaboration with the Association, shall provide self-care and mental health seminars and training for parents with students receiving mental health services through ERMHS.
14. The District and the Association shall meet to develop a plan of action for obtaining legal signatures for mental health counseling services for families and students.

Physical Education

The District in collaboration with Physical Education educators and/or other certificated staff shall determine how to best implement physical education opportunities for students while in distance learning.

Library Services

The District shall consult with Library Staff regarding the selection and purchase of district-wide literacy platforms and digital resources to be used district wide.

Problem Solving Committee

Starting in the month of September, 2020, the Parties shall convene a task force composed of principals and/or assistant principals, district-level instructional leaders, and OEA members designated by the Parties. This committee shall be tasked with problem solving issues related to the implementation of the distance learning program and make recommendations for the improvement of the distance learning program to the President of OEA and the Superintendent of OUSD.

The Parties agree to revisit the following areas in 6 weeks, or at a mutually agreed upon time:

1. Blended Learning (In-Person and Distance)
2. Peer Assistance and Review (“PAR”) Article 25
3. Leaves Article 11
4. Evaluations Article 13

Anti-Racism- OUSD’s Proposed “Collaborative Anti-Racism Initiative” and OEA’s proposed “Black Sanctuary City”

The Parties agree to meet to discuss the “Anti-Racism Collaborative” initially proposed by OUSD on July 9, 2020 and the “Black Sanctuary District: Reparations for Black Students and Families” initially proposed by OEA on July 31, 2020 immediately, at a mutually agreed upon time, no later than October 30, 2020.

Oakland Educator Wellness Day

1. To support the social and emotional well being of unit members, May 10, 2021 shall be declared Educator Wellness Day.
2. The District, in collaboration with the Association, will seek ways to jointly promote self-care, stress and anxiety management, and positive social interactions on Educator Wellness Day.


Term of Agreement


All components of the current Collective Bargaining Agreement between OEA and the District not addressed by the terms of this agreement shall remain in full effect. This MOU is non-precedent setting. This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate

Tentative Agreement
8/12/2020
2:07 A.M.

any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year. Either party may request to renegotiate the impacts to unit members of any State and Federal guidelines adopted and applied to our District that conflict with this MOU. The parties agree to reopen the provisions of this MOU at the written request of either party. This MOU entered into by the Parties on the 12th of August 2020, shall expire in full without precedent on December 30, 2020.

OAKLAND EDUCATION ASSOCIATION

By: 
Chaz Garcia (Aug 22, 2020 19:18 PDT)
Chaz Garcia, Bargaining Co-Chair
Aug 22, 2020

By: 
Patricia Segura (Aug 23, 2020 16:17 PDT)
Patricia Segura, Bargaining Co-Chair
Aug 22, 2020

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Sondra Aguilera (Aug 23, 2020 17:11 PDT)
Sondra Aguilera, Chief Academic Officer
Aug 22, 2020

By: 
Jenine A. Lindsey (Aug 23, 2020 16:28 PDT)
Jenine Lindsey, Executive Director, Labor Relations
Aug 22, 2020

 9/24/2020
Jody London, President, Board of Education

 9/24/2020
Kyla Johnson Trammell, Secretary, Board of Education

Attachment A-Sample Distance Learning Instructional Schedules

DISTANCE LEARNING SCHEDULES FOR THE 2020/21 SCHOOL YEAR

Grade Level	Minimum for Daily Instructional Minutes	Minimum Number of Daily Synchronous Minutes Student Receives	Minimum Number of Daily Asynchronous Minutes Students Receives
PK-K	180	80 minutes (4 days)/ 60 minutes (1 day)	100- 120 minutes
1-3	230	110 minutes (4 days)/ 90 minutes (1 day)	120-150 minutes
4-5	260	120 minutes (4 days)/ 90 minutes (1 day)	140-170 minutes
6-YA	275	150 minutes (4 days)/ 60 minutes (1 day)	125-215 minutes

PRESCHOOL/TRANSITIONAL KINDERGARTEN / KINDERGARTEN

Minimum Unit Member Daily Synchronous Time: 150 minutes

Student Instructional Minutes:			
Grade Level	Minimum for Daily Instructional Minutes	Minimum number of synchronous minutes <u>student</u> receives:	Approximate Number of Asynchronous minutes for <u>students</u>:
PK/TK/K	180 min.	<ul style="list-style-type: none"> • 60 min. on Wednesday • 80 min. on Monday, Tuesday, Thursday and Friday 	100-120 minutes

Sample WEDNESDAY: INSTRUCTIONAL SUPPORT DAY

8:15 - 9:00	Flex Time
9:00 - 9:30	Synchronous whole group learning
9:30 - 10:00	Flex Time
10:00 - 10:30	Synchronous Small-group and Asynchronous
10:30 - 10:45	Break
10:45 - 11:15	Synchronous Small-group and Asynchronous
11:15 - 11:45	Lunch
11:45 - 12:15	Synchronous Small-group and Asynchronous
12:30 - 2:15	Professional Development and Collaboration (Asynchronous for Students)
2:15 - 3:00 (TK/K) 3:15 (PK)	Flex Time

Sample MONDAY–FRIDAY: REGULAR INSTRUCTIONAL DAY (Except WED)

8:15 - 9:00	Flex Time
9:00 - 9:30	Synchronous Whole-group learning
9:30 - 10:00	Flex Time

10:00 - 10:30	Synchronous Small-group and Asynchronous
10:30 - 11:00	Flex Time
11:00 - 11:30	Synchronous Small-group and Asynchronous
11:30 - 12:15	Lunch and Break
12:15 - 12:45	Synchronous Small-group and Asynchronous
12:30-1:15	Flex Time
1:15 - 2:15	Family Connection (Synchronous and Asynchronous)
2:15 - 3:00 (TK/K) 3:15 (PK)	Flex Time

ELEMENTARY SCHOOL GRADES 1-3

Minimum Unit Member Daily Synchronous Time: 170 mins

Student Instructional Minutes			
Grade Level	Minimum for Daily Instructional Minutes	Minimum number of synchronous minutes student receives:	Approximate Number of Asynchronous minutes for students:
1-3	230 min.	<ul style="list-style-type: none"> • 90 min. on Wednesday • 110 min. on Monday, Tuesday, Thursday and Friday 	120-140 minutes

Sample: WEDNESDAY: INSTRUCTIONAL SUPPORT DAY
(Minimum of 90 minutes synchronous for all students)

8:15-9:00	Flex time
9:00 - 9:20	Synchronous Morning Meeting
9:30 - 10:15	ELA or Math Synchronous (Whole and Small group) and Asynchronous
10:15 - 10:25	Break
10:25 - 11:10	ELA or Math Synchronous (Whole and Small group) and Asynchronous
11:10 - 11:20	Break
11:20 - 12:05	ELD Synchronous (Whole or Small Group) and Asynchronous
12:05 - 12:35	Lunch
12:35 - 2:05	Professional Development and Collaboration (Asynchronous for students)
2:05- 3:00	Flextime

Sample: MONDAY–FRIDAY: REGULAR INSTRUCTIONAL DAY (Except WED)
(Minimum of 110 minutes synchronous for all students)

8:15-9:00	Flex time
9:00 - 9:20	Synchronous Morning Meeting (SEL)
9:20 - 10:05	ELA or Math Synchronous (Whole and Small group) and Asynchronous
10:05 - 10:15	Break

10:15 - 11:00	ELA or Math Synchronous (Whole and Small group) and Asynchronous
11:00 - 11:10	Break
11:10 - 12:15	Science/Social Studies/Music/ Art/PE Synchronous (Whole or small group) and Asynchronous
12:15- 12:45	Lunch
12:25 - 1:10	Tiered support (ELD Synchronous Small group) and Asynchronous
1:10 - 1:40	Flex Time / Assigned work or choice time for students
1:40 - 3:15	Flex time/ Office hours by appointment and planning time

ELEMENTARY SCHOOL – GRADES 4-5

Minimum Unit Member Daily Synchronous Time 180 mins

Student Instructional Minutes

Grade Level	Minimum for Daily Instructional Minutes	Minimum number of synchronous minutes student receives:	Approximate Number of Asynchronous minutes for students:
4-5	260 min.	<ul style="list-style-type: none"> 90 min. on Wednesday 120 min. on Monday, Tuesday, Thursday and Friday 	140-170 minutes

Sample: WEDNESDAY: INSTRUCTIONAL SUPPORT DAY
(Minimum of 90 minutes synchronous for all students)

8:15-9:00	Flex time
9:00 - 9:20	Synchronous Morning Meeting
9:30 - 10:15	ELA or Math Synchronous (Whole group and Small group) and Asynchronous
10:15 - 10:25	Break
10:25 - 11:10	ELA or Math Synchronous (Whole group and Small group) and Asynchronous
11:10 - 11:20	Break
11:20 - 12:05	ELD Synchronous (Whole or Small Group) and Asynchronous
12:05 - 12:35	Lunch
12:35 - 2:05	Professional Development and Collaboration (Asynchronous for Students)
2:05 - 3:15	Flex Time/ Asynchronous for students

Sample: MONDAY–FRIDAY: REGULAR INSTRUCTIONAL DAY (Except WED)
(Minimum of 120 minutes synchronous for all students)

8:15-9:00	Flex time
9:00 - 9:30	Synchronous Morning Meeting
9:30 - 10:15	ELA or Math Synchronous(Whole group and Small group) and Asynchronous
10:15 - 10:25	Break

10:25 - 11:10	ELA or Math Synchronous(Whole group and small group) and Asynchronous
11:10 - 11:20	Break
11:20 - 12:05	Science/Social Studies/Music/ Art/PE Synchronous (Whole group and small group) and Asynchronous
12:05 - 12:35	Lunch
12:35 - 1:20	Tiered support (ELD/Smallgroup) Synchronous and Asynchronous
1:20 - 1:50	Tiered support Synchronous and/or Asynchronous
1:50 - 3:15	Flex Time/Asynchronous

SECONDARY 6TH- YOUNG ADULT

Minimum Unit Member Daily Synchronous Time: 180 minutes

Student Instructional Minutes

Grade Level	Minimum for Daily Instructional Minutes	<u>Synchronous</u> Minimum number of minutes student receives:	Asynchronous Approximate Number of minutes for students:
6-YA	275 min.	<ul style="list-style-type: none"> 60 min. on Wednesday 150 min. on Monday, Tuesday, Thursday and Friday 	125-215 minutes

Sample: Example A MONDAY–FRIDAY: UNIT MEMBER REGULAR INSTRUCTIONAL DAY (Except WED)
 (Minimum of 150 minutes synchronous for all students, 180 minutes for some students).

8:15-9:00	Flex Time
9:00 - 9:30	Advisory
9:30 - 10:30	Period 1 (>65% synchronous)
10:40 - 11:10	Assigned Work or Small Group instruction
11:10 - 12:10	Lunch + Flex time
12:10 - 1:10	Period 2 (>65% synchronous)
1:10 - 1:20	Break
1:20 - 2:20	Period 3 (>65% synchronous)
2:20 - 3:15	Flex Time for teachers. Asynchronous for students.

**Example B MONDAY–FRIDAY: UNIT MEMBER REGULAR INSTRUCTIONAL DAY (Except WED)
 (Minimum of 150 minutes synchronous for all students)**

Teacher provides synchronous instruction as described below plus 30 minutes of small group instruction or 1:1 student support during flex or asynchronous learning time.

8:00-9:00	Flex Time
9:00 - 9:30	Advisory, Synchronous
9:30 - 10:30	Period 1 (M/Th) or Period 3 (T/F), Synchronous
10:30 - 10:40	Break
10:40 - 11:40	Period 2 (M/Th) or Period 4 (T/F), Synchronous
11:40 - 12:10	Lunch
12:10 - 1:10	Period 3 (M/Th) or Period 1 (T/F), Asynchronous (small group synchronous for some students)
1:10- 1:20	Break
1:20 - 2:20	Period 4 (M/Th) or Period 2 (T/F), Asynchronous (small group synchronous for some students)
2:20 - 3:15	Flex Time for teachers. Asynchronous for students

**Sample: WED for both Examples A and B)
 (Minimum of 60 min. synchronous for all students, 90 minutes for some students)**

8:00-9:00	Flex Time	
9:00 - 10:00	Advisory	
10:00 - 10:30	Small group 1	Asynchronous for Students
10:40 - 11:10	Small group 2	
11:20 - 11:50	Small group 3	
11:50 - 12:20	Lunch	
12:20 - 1:50	Professional Development & Collaboration	Asynchronous for Students

1:50 - 3:15	Flex Time	
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Sample Resource Schedule

8:15-9	Flex: <i>Plan Session Activities</i>
9-9:30	Synch: <i>Push into or Coteach Gen Ed Content Session</i>
9:30-10	Consultation Conferences (slots for gen ed Ts and families)
10-10:30	Synch: <i>Push into or Coteach Gen Ed Content Session</i>
10:30-11:30	Flex Time: <i>IEP Data Collection and Writing</i>
11:30-12:30	Live, Separate Setting Session- <i>Support Small Group with Asynch Content and IEP Goal Implementation</i>
12:30-1	Lunch
1-2	Live, Separate Setting Session- <i>Support Small Group with Asynch Content and IEP Goal Implementation</i>
2-3	Flex Time: <i>IEP Writing</i>

Sample SDC Schedule- Option 1

8:15-9	Flex- <i>Lesson and Activity Planning</i>
9-9:30	Synch- <i>Morning whole-group session</i>
9:30-10:15	Synch- <i>Small Group 1</i>
10:15-10:45	Flex- <i>IEP Data Collection and Writing</i>
10:45-11:30	Synch- <i>Small Group 2</i>
11:30-12	Lunch
12-12:45	Synch- <i>Whole Group Lesson</i>
12:45-1:30	Synch- <i>Small Group Tier II Intervention (~1/3 of caseload 2x week, not meeting Weds)</i>
1:30-2	Consultation Conferences (slots for gen ed Ts and families)
2-3	Flex- <i>Prep and IEPs</i>

Sample SDC Schedule- Option 2 [Lower Small-Group Size]

8:15-9	Flex- <i>Lesson and Activity Planning</i>
9-9:30	Synch- <i>Morning whole-group session</i>
9:30-10	Synch- <i>Small Group A</i>
10-10:30	Consultation Conferences
10:30-11	Synch- <i>Small Group B</i>
11-11:30	Synch- <i>Small Group C</i>
11:30-12	Lunch
12-12:30	Synch- <i>Midday Whole Group Lesson</i>
12:30-1:30	Flex- <i>IEP Data Collection and Writing</i>
1:30-2:15	Synch- <i>PM Whole Group Lesson</i>
2:15-3	Flex- <i>IEP Writing and Lesson Planning</i>

Sample SDC Schedule- Option 3 [Shorter, More Frequent Synch Groups]

8:15-9	Flex- <i>Lesson and Activity Planning</i>
9-9:20	Synch- <i>Morning whole-group session</i>
9:20-9:50	Consultation Conferences (slots for gen ed Ts and families)
9:50-10:20	Synch- <i>Small Group A</i>
10:20-10:50	Synch- <i>Small Group B</i>
10:50-11:20	Synch- <i>Midday whole-group session</i>
11:20-11:50	Lunch
11:50-12:20	Synch- <i>Small Group A</i>
12:20-12:50	Synch- <i>Small Group B</i>
12:50-1:20	Flex- <i>IEP Data Collection and Writing</i>
1:20-1:50	Synch- <i>Afternoon whole-group session</i>
1:50-3	Flex- <i>Lesson Planning and IEPs</i>

Attachment B- Teachers of Students with Visual Impairments and Orientation Mobility (“TVI/O&M”)

1. Teachers of Students with Visual Impairments (TVI) and Orientation and Mobility (O&M) Instructors shall provide distance learning supports to the best of their ability while still complying to Covid-19 safety guidelines.
2. When required (ie: triennial IEPs) throughout the Distance Learning, IEP assessments will be conducted remotely and limited to “record review” and “family/ teacher interviews” with educational rights holder consent. FVA and O&M assessments will be paused during Crisis learning.
3. In addition to classroom home kits, the district will provide extra home items for visually impaired students including but not limited to: enlarged copies of any academic assignments sent home, bold lined paper, dark colored ink pens, accessible tech and associated paraphernalia (e.g. ipad cords, large screen touch screen computers, ipads) as itemized in IEPs, books with sounds, task boxes, SDC appropriate adaptations for lessons, etc and as needed throughout the crises learning.
4. The District shall provide students with the appropriate technology and educational equipment as deemed in their IEPs (ie: large screen, touch screen computers, ipads, ipad charging cords, etc).
5. With the increased use of technology during crises learning, students with visual impairments are at higher risk of visual fatigue and photophobia. In addition, navigating the online platforms and visual stimulus of the online environment requires that students with visual impairment have an increased need of direct instruction in using tech and accessing crisis learning academics. Due to this increased need, the district will provide the VI team with additional paraeducator assistance at each academic level (elementary, middle and high school).
6. Daily Schedule: TVI and O&M shall establish their own schedules and provide them to their supervisor in accordance with current practice and their work day shall not exceed 180 min per day (not more than 90 consecutive minutes) of synchronous virtual platform services to students.
 - a. Service minutes shall be provided via email, telephone, and agreed-upon virtual platforms.
 - b. Teachers shall use the Distance Learning Plan template to document any temporary changes to student services required during the closure of in-person instruction.
 - c. Consult with teachers and parents may include but not be limited to: office hours, phone calls, email.
7. The District shall provide TVI and O&M teachers the equipment required (computers capable of accessing ZOOM platforms, internet connections) to ensure necessary communication with families, students, and OUSD employees prior to the start of Distance Learning.
8. The district will provide the VI team with safe procedure for producing, and sending enlarged materials to students who are having any print material sent home from their classrooms.