

**OEA P-7**  
**OAKLAND EDUCATION ASSOCIATION**  
**PROPOSAL TO**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**July 21st, 2020**

The Oakland Unified School District and the Oakland Education Association enter into this Memorandum of Understanding (“MOU”) regarding the unprecedented safety and instructional challenges posed by the COVID-19 pandemic.

The parties hold students, staff, and community safety in the highest regard. As such, the Parties agree that it is in the best interest of students, family, staff, and community to begin the 2020-21 school year utilizing the Crisis Distance Learning Model. Both parties agree to provide Crisis Distance Learning for the Fall semester. On December 1st, current data shall be pulled and reviewed by both parties to evaluate if Criteria 1 and 2 have been met warranting the safe return to in-person instruction delineated within this MOU. The duration of time in Crisis Distance Learning will depend upon meeting the criteria outlined below before PK to 12 in-person instruction phases would begin to ensure unit members safety before considering reopening in-school based instruction.

Criteria 1: The threshold for determining in-person instruction relies on a downward trajectory and near zero incidence of documented cases, hospitalization, and positivity rates for at least 14 days in any of the school communities in every individual Oakland zip code from Alameda County’s COVID-19 infection data.

The District and the Association recognize that students, staff, and families regularly travel across the city to attend in-person instruction, such that both parties agree that every Oakland zip code shall reach the threshold to safely reopen schools for any form of in-person instruction. Conversely, both parties recognize that should any individual zip code in Oakland not meet these threshold criteria, the District shall immediately halt all in-person instruction and revert to Crisis Distance Learning. Additionally, the threshold for determining in-person instruction relies on a downward trajectory in hospitalization rates in the city of Oakland from Alameda County’s COVID-19 infection data. A downward trajectory and near zero incidence of documented cases, hospitalization, and positivity rates are defined as the following:

Near-Zero Incidence – is defined as fewer than 10 cases per 100,000 population over 14 days.<sup>3</sup> Based on Oakland’s 2020 projected population by the U.S. Census of 435,224 residents, the maximum number of documented COVID-19 cases must not exceed 43 cases over a 14 day period, in order to meet the criteria of near-zero incidences. The case rate over 14 days shall also be fewer than 10 cases per 100,000 population in every zip code in Oakland.

Downward Trajectory in Documented Cases - a period of 14 days of declining cases when fewer cases are reported at the end of the 14 days compared with the number at the beginning of the period. In addition, a “grace period” of 5 days during which cases may

increase for no more than 5 consecutive days. If the increase occurs beyond the “grace period,” then the number of documented COVID-19 cases is no longer in a downward trajectory.<sup>1</sup>

Downward Trajectory in Positivity Rates - the positivity rate is the positive and negative COVID-19 test results reported to the ACPHD to observe a decline in new case reports. The percent positive is calculated as the number of positive tests divided by the total test results, with total test results defined as the sum of positive tests and negative tests, excluding records where the test was not performed because the specimen was unstable or the test was cancelled. The percent positivity may be a reliable indicator of COVID-19 activity, only where testing is reaching a rate of at least 150 per 100,000 residents over a 7 day average with a 7 day lag and testing practices are stable.<sup>2</sup> A 14 day downward trajectory in the positivity rate occurs when the percent positive rate has declined over a 14 day period. In addition, a “grace period” of 5 days during which positivity rates may increase for no more than 5 consecutive days. If the increase occurs beyond the “grace period,” then the number of documented COVID-19 positivity rates is no longer in a downward trajectory.

Downward Trajectory in Hospitalization Rates – a period of 14 days of declining hospitalization rates when fewer hospitalization cases are reported at the end of the 14 days compared with the number at the beginning of the period. In addition, a “grace period” of 5 days during which hospitalization rates may increase for no more than 5 consecutive days. If the increase occurs beyond the “grace period,” then the COVID-19 hospitalization rate is no longer in a downward trajectory.

The threshold must be maintained in order to open and maintain any level of mutually agreed upon preserve in-school instruction. and tThe District in conjunction with the Alameda County’s Public Health Department shall develop must have a detailed and adequate science-based testing and contact tracing program free of cost for all students, families, and school staff. , paid for and supervised by Alameda County’s Public Health Department.

Criteria 2: 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.

No unit member shall be required to report in person if BOTH Criteria 1 and 2 are not met.

Prior to beginning in person instruction parents/guardians shall be notified of the: cohort size and adult contacts. In any event that contact numbers increase, parents/guardians shall be notified within two weeks.

The District shall provide staff with daily COVID-19 updates via email, regarding student and/or family infections in compliance with HIPAA/FERPA. The District shall err on the side of caution and close schools when there is a rising risk among members and families of increased community spread or

outbreaks. The District shall demonstrate awareness of disproportionate racial and economic class impacts of COVID-19 and shall stay informed of the implications for the most vulnerable and hard-hit zip codes. School openings or closings shall be designed to protect these most at-risk populations specifically.

The District and Association agree as follows:

**A. Defining “distance learning, “Crisis Distance Learning” Assessment, and Student Expectations**

1. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” “Crisis Distance Learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications using families home language, and other means of communication.
2. The District shall ~~has~~ suspended mandatory State assessments for the 2020-21 academic year based on the recommendations from the State. ~~scheduled after March 16, 2020~~. Bargaining unit members are encouraged to use online assessments for the purposes of student formative assessment, to keep students and parents informed of student progress or areas for improvement and to guide teacher instruction consistent with the OUSD Continuity of Education Plan.
3. Unit members will ~~be expected to shift from a grading structure to a credit/no credit approach to use a holistic letter grading structure grading~~ for grades 6-12. For Elementary, teachers shall be expected to complete the comments section of the report card and not be expected to complete the grading section. VAPA teachers shall have access to all online services as it relates to the students they teach. ~~Students that do not have access to technology who experience needs for language supports as well as other COVID-19 related mitigating factors such as homelessness, foster youth status, loss of employment to student or household family member, or illness shall receive alternatives supports outlined below~~ to the teacher and District designed Crisis Learning plan. ~~No student will receive a grade of “no credit” due to lack of access to technology and/or language supports as well as other COVID-19 related mitigating factors such as homelessness, foster youth status, loss of employment to student or household family member, illness, etc.~~ Prior to a teacher assigning a student with a failing grade of “no credit”, the following interventions shall be implemented: 1) teacher will contact the student and family to discuss needed support; 2) teacher will collaborate with a students’ academic counselor to intervene; 3) teacher will collaborate with available student supports the student received during normal school operations, including legally mandated services, such as special education services or 504 plans, or at least one other available student support received during normal school operations, such as case managers or therapists.; and 4) teacher will consult with the site administrator or their designee. Any student who receives no credit will be given an opportunity to improve their grade over the summer (June-August) subject to any Federal or State regulation and/or deadline. The District and Association President will work

with community organizations (e.g. EOYDC, CURYJ, etc.) to encourage students to complete assignments.

4. The OUSD Continuity of Education Plan will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work. The District, in collaboration with the Association, agrees to revisit the OUSD Continuity of Education Plan and update provisions, as needed for certificated staff to enable students to engage in a unique education delivery model - distancee Crisis Distance Learning.
5. Crisis Distance Learning elevates students' social emotional learning by recognizing the additional hardships that students and families face. The District shall provide additional wrap around supports (i.e. food distribution, mental health, etc.) for students and families under these high stress times.

#### **A. Preparation Time to Implement distance learning -“Crisis DistanceLearning”**

1. It is understood by both parties that educators need a great deal of preparation time in order to successfully transition to a long term distance learning Crisis Distance Learning Plan. Bargaining unit members shall be provided two full-days on April 7th and April 8th weeks (August 5th - August 19th... Aug 21) with one day 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 Crisis Distance Learning. The District shall provide centrally-sourced parent and student training(s) including but not limited to Crisis 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 trainings shall count towards synchronous instructional minutes. Students will also have access to centrally sourced online platforms (ST Math, Benchmark, Google Classroom). This completion of work would count towards student attendance, instructional minutes, and instructional days.
2. Expectations for bargaining unit members shall be equitable across the District. Bargaining unit members shall be held accountable for a Professional Work Day, where members are held accountable for the Curriculum, Content, and Scheduling as outlined in this MOU and guidance provided by grade level standards and consideration of the Continuity of Education Plan and not to that of a school work day.
3. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different, all bargaining unit members shall not be required to maintain a universal daily schedule throughout the emergency school closures. Early Childhood Education (ECE), including ECE Special Day class (SDC), school sites shall attempt to provide daily set schedules determined by classroom teachers established in part by parent and/or family stakeholder availability. Elementary school sites shall attempt to provide daily set schedules determined by classroom teachers established in part by parent and/or family stakeholder availability and in consultation with the Faculty Council. The schedule shall also consider the care-giving needs of bargaining members. Secondary teachers shall not be required to maintain a set daily schedule outside of synchronous instructional time established by the site in consultation with the Faculty

Council during Crisis Distance Learning. This includes aligning schedules with SPED to provide all needed services.

4. Daily logs requested by site administration shall be simple and comply with Section 10.6.4 (“paperwork reduction”).
5. Daily morning check-ins shall not be required of unit members.
6. In an event a bargaining unit member can not attend a regularly scheduled virtual staff meeting, notes/minutes from the administrator or the administrator’s designee shall be provided via email or shared google doc to brief those unit members who are unable to attend at a specific time due to an emergency/unexpected circumstance, illness, or a planned personal leave day the unit member shall notify their site administrator of their absence as described in the CBA.
7. During Crisis Distance Learning ~~the District shall distribute information about and provide basic furniture to maintain ergonomic safety to all administrators and to all unit members~~, and make every reasonable effort to comply with ergonomic safety recommendations.
8. Bargaining Unit Members shall not be mandated to sit nor be on a screen for more than 90 consecutive minutes at a time for ergonomic and vision safety.
9. Attendance: Bargaining unit members shall submit weekly attendance records, documenting daily participation for each student during the week. Daily participation includes, but is not limited to, evidence of student participation in online activities, completion of regular assignments, completion of assessments, and contact with the teacher and/or school staff and the student or parents/guardians (In compliance with AB77 Section 43504.(a)). The District will provide a platform for recording daily attendance and submitting weekly attendance records. This requirement shall comply with 10.6.4 (paperwork reduction). Students will not be considered “absent” due to technology issues, or a lack of internet connectivity. Teachers shall be granted sufficient time to record and submit attendance, outside of time allocated for planning and preparation. Taking attendance is part of the synchronous instructional minutes.
10. Any personal interaction with student, parent or guardian shall account for synchronous minutes.

## **B. Equipment, Training, and Technical Support**

1. The District ~~shall~~ ~~will~~ ~~make every effort to~~ provide all necessary technology, internet connections, and any other necessary educational equipment to deliver ~~distance learning~~ Crisis Distance Learning. On a case by case basis, the District ~~shall~~ ~~may~~ provide bargaining unit members with hot spots when needed ~~possible~~. Unit members shall not be liable for unintentional damage to District equipment by staff. If a unit member does not have access to equipment (i.e. devices) and/or internet access, the District will accommodate the unit member by allowing unit members to complete their work duties with paper, telephone alternatives and/or shared resources in collaboration with other unit members. If a bargaining unit member chooses to provide printed

materials to students, the District will support the unit member in printing and safely distributing such materials to students.

2. Bargaining unit members shall consult the Continuity of Education Plan and use professional judgement when creating ~~distance learning~~ Crisis Distance Learning Plans for students.
3. 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.
4. 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 Continuity of Education Plan.
5. The District shall continue to provide bargaining unit members with an array of ~~distance learning~~ Crisis Distance Learning tools/digital platforms to support ~~distance learning~~ Crisis Distance Learning described in the Continuity of Education Plan. The District will encourage sites to adopt a uniform Crisis Distance Learning virtual classroom platform (i.e. Google Classroom, Seesaw, Schoology, Canvas, etc.) to improve learning experiences for students and support parents and families in assisting instruction in a single virtual classroom platform. Individual classroom teachers shall not be reprimanded or disciplined for choosing not to use a site's individual virtual classroom platform. If a site chooses to endorse a uniform virtual classroom platform in consultation with the site's Faculty Council, the District shall provide professional development learning opportunities for teachers, students, and families at the site during the two week teacher preparation period described in Section B. Unit members' participation in the virtual classroom PD remains optional, and unit members retain the right to manage their two weeks of preparation time for planning purposes.
6. Bargaining unit members shall receive professional development ~~on to support Crisis Learning. Course shall include~~ the use of technology, the delivery of instruction ~~virtually and all content areas, including social emotional, covered during Crisis Distance Learning.~~ ~~distance learning.~~ Professional development opportunities ~~shall be available starting August 10th and occur virtually on a weekly basis,~~ under the following conditions
  - a. Bargaining unit members shall choose courses based on their diverse needs.
  - b. Bargaining unit members shall not be mandated more than 90 minutes of consecutive screen time.
  - c. Bargaining unit members shall determine the schedule for professional development courses.
  - d. The District shall provide courses that ~~include~~ address wellness for educators, as well as students.
  - e. The Association shall consult on the selection and scheduling of district wide professional development opportunities. Faculty Councils shall consult on the selection and scheduling of site-based professional development opportunities.
7. 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.
8. The District ~~shall will make efforts to~~ ensure that all students PK through 12th have age/developmentally appropriate technology access (e.g. chromebooks, internet access, etc.) at

home: by providing all necessary adaptive technology, internet connections (hot spots), and any other necessary educational equipment to engage in Crisis Distance Learning. Students and their families shall not be liable for unintentional damage to District equipment.

9. Bargaining unit members shall not be mandated to report to distribute technology at sites.
10. The District shall ensure that students have all required materials, aligned with curriculum plans and California Common Core standards and developmental needs of the students, to fully participate in Crisis Learning, including but not limited to:
  - a. Math manipulatives (shapes, base-10 blocks, etc.)
  - b. Writing tools (pencils, erasers)
  - c. Writing journals and/or paper
  - d. Adapted or modified materials specific to children with exceptional needs
  - e. Art materials (paint, crayons, glue, scissors, play dough, construction paper, etc.)
  - f. For ECE/ECE SDC students:
    - i. Student supply kits including but not limited to the following: books, paper, construction paper, scissors, glue, watercolors, paint, markers, play dough, additional materials to be determined by the joint District and OEA ECE Curriculum Committee.
  - g. For VAPA students:
    - i. Music programs in the district are varied and require individual instruments and maintenance supplies for each student.
    - ii. Performing arts programs in OUSD are varied and include dance, theatre and theatre arts. Kits for students shall be constructed in consultation with VAPA teachers at each site.  
Where possible, instead of purchasing individual music, textbooks and scripts for each student, the district shall purchase digital licenses in consultation with VAPA teachers. The district shall support VAPA teachers in adhering to copyright laws in order to provide individual materials to students.
    - iii. Student supply kits including but not limited to the following:
      1. Sample Elementary School art kit: pencils, eraser, crayons, markers, scissors, glue stick, watercolors with brushes, drawing paper, construction paper
      2. Sample Middle and High School General art kit: sketchbook, pencils, eraser, color pencils, markers, scissors, glue stick, watercolors, paint brushes (size 2 round, 6 round, 8 flat), oil pastels, drawing paper
      3. Sample Middle and High School specialized art kits: Ceramics- air dry clay, clay working tools; Painting- acrylic paint, brushes, palettes. Additional supplies should be purchased for replacing supplies that get used up and kept in a place where art teacher can access them during class time
  - h. The District shall provide adequate materials included and not limited to writing utensils, art supplies, manipulatives, etc. for each student.

11. The District shall provide ongoing training throughout the school year for all Bargaining Unit Members on self care, physical safety and emotional well-being in order to best serve our students and their development under these conditions.
12. The District shall develop a plan to ensure that all communication with students and parents is in their home language.

#### **D. Communication, Collaboration, Privacy, and Security**

1. Bargaining unit members shall check their District email daily during the course of the duty week and respond to Administrator emails within 24 hours, in a timely fashion.
2. In accordance with Section B: Preparation Time to Implement distance learning “Crisis Distance Learning”, item 3 and considering the personal challenges (e.g., members’ own childcare/family concerns/needs), presented by the COVID-19 pandemic the Order of the State Public Health Officer for “all individuals living in the State of California to stay home or at their place of residence”, bargaining unit members shall not be required to maintain a prescribed daily schedule throughout the emergency school closure, however unit members will need to engage in flexibly organized professional development and collaborate with colleagues conducted via email, by telephone, or other virtual tools. Members shall share an invitation to weekly meetings with their administrators to observe teacher led meetings. Any administrative logistical announcements or check ins shall be reserved for regular scheduled staff meetings or sent via email.
3. Unit members shall not be expected to replicate the regular, in-person, school day when delivering distance learning Crisis Distance Learning instruction/services.
4. The daily schedule for unit members shall not be required to exceed 240 300 minutes of direct instruction and flex time: synchronous and asynchronous instruction and flex time, not to exceed 120 minutes of synchronous direct service/instruction and 180 120 minutes of flexible schedule time.
5. Direct service/instruction may shall be both either synchronous (live) and or asynchronous (pre-recorded).
6. Flexible schedule time for PK-12 may include, but is not limited to, the following activities:
  - a. Planning instruction and/or services
  - b. Co-planning amongst colleagues
  - c. Virtual Office Hours
  - d. Monitoring Student Activity
  - e. Gathering Formative and Summative Assessments
  - f. Sharing Progress with Students and Families
  - g. Providing Feedback to Students
  - h. Grading

- i. Collaborating with other unit members and Support Staff participating in Professional Development and Staff Meetings
- j. Participating in IEP Meetings
- k. Providing IEP Services
- l. Attendance

7. The daily schedule for unit members who do not have a class of students assigned to them shall not be required to exceed ~~240-300~~ minutes, inclusive of direct/indirect services, instruction, and flexible schedule time.

8. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email, text, and/or other virtual platforms. Unit members shall have weekly contact with students via synchronous instruction and secondary may opt for bi-weekly contact due to their caseload of students. Bargaining unit members serving in student support roles ~~should~~ shall 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. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement.

9. On a weekly basis, unit members shall provide an update to families on student progress. The progress monitoring shall, according to AB77, “take the form of internet or telephonic communication, or by other means permissible under public health orders. 43503 (6). This requirement shall comply with Section 10.6.4 (“paperwork reduction”).

10. Bargaining unit members lessons, video chats, and participation in any District activities shall not be recorded without the explicit permission of unit members.

11. 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.

12. Bargaining unit members shall be held harmless for the reasonable use of technology, as it relates to privacy concerns, during this time.

13. Teachers will not be required to conduct live video over their objection, pursuant to California Education Code Section 51512.

## **E. Curriculum Content and Scheduling**

- 1. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of Crisis learning). Teachers may customize grade level content or in accordance to their IEP goals to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities aligned grade level standards.
- 2. Bargaining unit members will be expected to provide instruction, resources, and support to students through ~~distance learning~~ Crisis Distance Learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall ~~not be required to~~ maintain a set daily schedule in accordance to section Section B: Preparation Time to Implement ~~distance learning~~ “Crisis Distance Learning”, item 3 throughout the Crisis Distance Learning emergency school closure.

3. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are minimum and maximum limits students should be expected to engage with ~~distance learning~~ Crisis Learning lessons in lieu of in class activities each day/week per grade level. Teacher's shall distinguish instruction time from independent practice time. The maximum times below shall be in compliance with Section D: Communication, Collaboration, Privacy and Security of this MOU.

- a. The maximum assigned screen time ~~for each that a student shall will have will~~ not exceed the minimum hours of instruction in the tables below.
- b. Synchronous instructional time shall be not exceed 50% of the total instructional time.
- c. Preschool and Elementary educators shall be given the flexibility to determine which content areas shall be taught synchronously. Teachers will have the discretion to determine how many minutes of synchronous instruction per content area, so long as it does not exceed daily screen time limits and meets any statutory minimum requirements.
- d. Secondary schools shall not deliver synchronous instruction to more than half of a student's courses on any given day. Secondary schools shall establish block schedules or mini-mesters based on the decision of the Faculty Council at individual sites with regard to special education cohorting and must include all required and elective courses normally offered to students during in-person instruction, such as PE, visual and performing arts, music, and CTE courses.
- e. AP and Dual Enrollment courses placeholder.

<u>Student Schedule</u>	<u>Half day PK and SDC PK</u>	<u>PK-TK</u> * —	<u>TK-K</u>	<u>1-3</u>	<u>4-5</u>	<u>6-12</u>
<b><u>Minimum Instructional Time (Synchronous and Asynchronous)*</u></b>	<u>90</u> <u>minutes</u>	<u>90</u> <u>minutes</u>	<u>180</u> <u>minutes</u>	<u>230</u> <u>minutes</u>	<u>240</u> <u>minutes</u>	<u>240</u> <u>minutes</u>
<b><u>Maximum Instructional Time (Synchronous and Asynchronous)*</u></b>	<u>90</u> <u>minutes</u>	<u>180</u> <u>minutes</u>	<u>180</u> <u>minutes</u>	<u>230</u> <u>minutes</u>	<u>240</u> <u>minutes</u>	<u>240</u> <u>minutes</u>
<b><u>Synchronous Instructional Maximum</u></b> <i>Ex. Zoom, Google meet, telephone conferences, wellness calls, targeted intervention, PE</i>	<u>4560</u> <u>minutes</u>	<u>60</u> <u>minutes</u>	<u>90</u> <u>minutes</u>	<u>115</u> <u>minutes</u>	<u>120</u> <u>minutes</u>	<u>120</u> <u>minutes</u>
<b><u>Asynchronous Instruction</u></b>	<u>45</u> <u>minutes</u>	<u>120</u> <u>minutes</u>	<u>90</u> <u>minutes</u>	<u>115</u> <u>minutes</u>	<u>120</u> <u>minutes</u>	<u>120</u> <u>minutes</u>

\*PK and SDC PK has been widely suggested by experts for a maximum screen time of 60 minutes.

<u>Sample Daily Schedule</u>						
	<u>Half day PK and SDC PK</u>	<u>PK-TK</u>	<u>TK-K</u>	<u>1-3</u>	<u>4-5</u>	<u>6-12</u>
<b><u>Synchronous Instruction</u></b> <i>Ex. Zoom, Google meet, telephone conferences, wellness calls, targeted intervention, PE</i>	<u>15 minutes</u> <u>whole group</u> ± <u>15 minutes</u> <u>small groups</u> ± <u>15 minutes</u> <u>parent communication</u>	<u>20 minutes</u> <u>whole group</u> ± <u>20 minutes</u> <u>small groups</u> ± <u>20 minutes</u> <u>parent communication</u>	<u>30 minutes</u> <u>whole group</u> ± <u>45 minutes</u> <u>small groups</u> ± <u>15 minutes</u> <u>parent communication</u>	<u>50 minutes</u> <u>whole group</u> ± <u>50 minutes</u> <u>small groups</u> ± <u>15 minutes</u> <u>parent communication</u>	<u>55 minutes</u> <u>whole group</u> ± <u>50 minutes</u> <u>small groups</u> ± <u>15 minutes</u> <u>parent communication</u>	Period 1 - <u>Math 8</u> <u>30 minutes</u> <u>whole group</u> Period 2 - <u>ELA 8</u> <u>45 minutes</u> <u>whole group</u> Period 3 - <u>Choir</u> <u>40 minutes</u> <u>whole group</u>
<b><u>Asynchronous</u></b>	<u>45 minutes</u>	<u>120</u> <u>90</u> <u>minutes</u>	<u>90 minutes</u>	<u>115 minutes</u>	<u>120 minutes</u>	Period 1 <u>45 minutes</u> Period 2

<u><b>Instruction</b></u>  * <u>Ex. journal writing, independent reading, educational apps, PE</u>						<u>45 minutes</u> <u>Period 3</u> <u>35 minutes</u>
<u><b>Total Instruction</b></u>	<u>90 minutes</u>	<u>1850 minutes</u>	<u>180 minutes</u>	<u>230 minutes</u>	<u>240 minutes</u>	<u>240 minutes</u>

	<b>PK-K</b>	<b>1-3</b>	<b>4-5</b>	<b>6-12</b>
<b>Minimum</b>	<del>1.5 hours per day + physical activity 7.5 hours per week + physical activity</del>	<del>2 hours 15 minutes per day + physical activity 11 hours 15 minutes per week + physical activity</del>	<del>2 hours 30 minutes daily + physical activity 12 hours 30 minutes weekly + physical activity</del>	<del>3 hours and 15 minutes per day + physical activity 16 hours 15 minutes per week + physical activity</del>
<b>Maximum</b>	<del>2.0 hours per day + physical activity 10 hours per week + physical activity</del>	<del>2 hours 30 minutes daily + physical activity 12 hours 30 minutes weekly + physical activity</del>	<del>3 hours and 15 minutes per day + physical activity 16 hours 15 minutes per week + physical activity</del>	<del>4 hours per day + physical activity 20 hours per week + physical activity</del>

4. The Crisis Distance Learning coursework provided to students will be based on an adapted scope and sequence that is grade-level appropriate and provides content knowledge with which students will be able to demonstrate sufficient mastery of the courses' big ideas of learning. The course's big ideas of learning are not intended to cover all of the regular grade-level standards but will give students learning opportunities around the core concepts and skills for that course at that teacher's discretion. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include District adopted curriculum and grade level appropriate enrichment, intervention, and/or and exposure to new material. However, the pace of grade level instruction shall be at the discretion of the teacher based on the individual needs of each student based on SEL needs, remediation due to learning loss, and culturally responsive and relevant teaching. Successful completion of the course shall be considered sufficient to meet the requirements for advancement to subsequent content courses. STIP subs may be assigned to facilitate instruction time to a class, to allow the permanent teacher to differentiate through smaller groups and/or 1:1 instruction time for targeted student intervention.

5. While the education provided through Crisis Distance Learning will be designed to be grade-level and appropriate to capture the necessary key learnings of each content area, because it will be delivered differently than in-school instruction, grading and assessments shall be revised to reflect the different environment. For Early Childhood Educators (ECE), the DRDP assessments shall be postponed while in Crisis Distance Learning. Elementary teachers are required to provide written comments on report cards, as well as consistent progress monitoring with parents, either verbally or in written form. Holistic letter grades should reflect a mastery of the standards and content covered in the adapted scope and sequence, during Crisis Distance Learning. For secondary teachers, the District and Association will encourage and promote unit members to use mathematically accurate, bias-resistant, and motivational grading strategies, using a growth mindset. Some of these equitable grading strategies will include redesigning gradebook scales, grading only understanding and not behavior, and multiple opportunities to demonstrate mastery through multiple assessment modalities. To promote this end, the District will provide professional development on equitable grading strategies throughout the year. Grading shall reflect individual students' IEP accommodations and/or modifications.
6. Preschool:
  - a. The District shall provide a Crisis Learning curriculum. A joint District and OEA ECE Curriculum Committee shall be formed by July 30th, 2020 to develop age-appropriate instructional on-line materials for the first two months of instruction to be completed by August 15, 2020. The ECE OEA caucus shall select a minimum of 4 teachers to serve on the committee, who shall reflect the diversity of the student population, which shall include at least one special education teacher. The District shall select a maximum of 4 administrators to serve in the committee, who shall also reflect the diversity of ECE students and staff. The committee's work shall include the development of a social and racial justice curriculum.
  - b. The District shall provide training and materials that focus on age-appropriate culturally responsive Social-Emotional learning
7. Teachers will be given the discretion to use their professional judgment in the best method of delivering instruction that is developmentally appropriate and culturally responsive to the needs of their student population.

F. **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. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate.
2. **SPED and Support Services Committee**
  - a. The committee shall be composed of: Representatives of Mild/Moderate and Moderate/Severe SDC, Resource, Inclusion, Speech, Nurses, Social Workers, and

**Psychologists, and open to one representative of related service providers and 1 Instructional Coach. Representatives shall include early childhood, elementary, secondary, and young adult programs.**

- b. The committee is open to representatives of other bargaining units within the special education department.**
    - c. The committee shall convene twice monthly, at a mutually agreed time, to discuss all concerns related to SPED for the length of this MOU including but not limited to: safety concerns, paperwork, 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.**
  - 3. Students with IEPs will be provided a continuity of learning through a variety of distance learning Crisis Distance Learning resources, as appropriate. This enables all students access to the same learning opportunities. Students with Moderate to Severe needs shall have full access to Free and Appropriate Public Education (FAPE).**

    - a. The District shall procure necessary equipment, Internet connections/hot spots, and any other necessary resources needed to ensure students can receive accommodations and benefit from remote instruction and teletherapy in accordance with their IEP.**

      - i. During the full two weeks of teacher preparation (Aug 5-Aug 21), the Special Education and Support Services Committee shall develop a Universal Needs Assessment that shall be utilized in order to identify and provide materials, equipment, technology, assistive technology, and supplies necessary for students to meet educational goals during Crisis Distance Learning.**
      - ii. The Universal Needs Assessment shall not be duplicated with any site assessments and comply with the reduced paperwork clause.**
      - iii. Students must have access to specialized devices as appropriate that give students access to all features of the agreed-upon remote instruction platform (e.g., touch screen tablet). Special education teachers and students will be prioritized in the distribution of such items.**
      - iv. Special education teachers shall have access to any technology provided to students, including AAC devices/software, for the purpose of modeling and instruction.**
      - v. Students will have access to support from paraprofessionals equipped with the necessary technology to interact with students virtually (clarify breakouts for IAs/ISS, planning, IA/ISS support)**
  - 4. Each school site shall meet with the Faculty Council and the Special Education Department lead or Education Specialists at the site to decide 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. The platform shall include but not be limited to: a**

cohesive/uniform and HIPAA/FERPA compliant, accessibility features (e.g., CC available, high contrast for VI, etc..), interactive capabilities (i.e., screen sharing) -whiteboard--file sharing.

5. The SPED and Support Services Committee will meet with the Special Education Department to decide on an appropriate evidence based curriculum which will be provided to each special education program in order to meet academic, behavioral, social/emotional, communication, and/or functional life skills goals of students. Such resources shall include but not be limited to those that are in compliance with state law regarding Dyslexia AB 1369.
  - a. The District shall provide relevant agreed-upon educational materials and subscriptions and ensure all 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 Special Education and Support Services Committee shall meet with SPED Administrators to discuss paper workload.
  - a. Special education administrators must consult with principals before assigning paperwork to ensure it is not a duplication.
  - b. Special education teachers shall receive 2 designated release days per month to complete additional work duties required by Crisis Learning such as holding IEPs, completing IEP paperwork, updating progress on goals et al.
7. While it is the intention of both parties to comply with federal and state guidelines; the District and the Association understand the complexities and challenges with scheduling IEP meetings, holding virtual IEP meetings, and engaging families as partners in the IEP development process.
  - a. Virtual tools shall be used to hold any necessary 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. The district will provide hard copies of IEPs to families as requested. Teachers shall not be required to collect physical attendance signatures from IEP meeting participants for meetings held virtually and may be replaced by virtual signatures.
  - 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.
  - f. The District will 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 supports and closed captioning for D/HH students and interpreters for IEPs that are conducted within a platform that does not have CC enabled.

g. Due to the challenges of virtual IEP meetings, case managers shall not be penalized or disciplined for timeline compliance. A documented effort needs to be made to comply with holding IEP meetings as aligned to Federal and State guidelines.

9. **Crsis Distance Learning Instruction**  
**All sessions and service minutes shall comply with Article E-Curriculum, Content and Scheduling.**

a. **Inclusion + RSP**

i. **Elementary Mild/Moderate Inclusion:**

1. **Elementary Mild/Moderate Inclusion and Resource Specialist Programs**
2. **1. Each unit member will create a daily work plan. This plan will include synchronous and asynchronous instruction to be provided each day.**
3. **2. Unit members shall provide 120 minutes of synchronous instruction per day.**
4. **These minutes may include push in, pull-out, and family consultation.**
5. **3. The remainder of the duty day shall be used for case management including**
6. **holding IEP meetings, planning, and collaboration.**

ii. **Secondary**

1. **Each unit member will hold individual or small-group sessions (1-5 students) per week. Students may be grouped based on similar IEP goals to ensure targeted instruction in established need areas. Unit members shall retain the right to modify times below to meet individual students' needs.**
  - a. **6th-12th, will hold a 45-minute to 60-minute, small instructional session daily.**
2. **Each unit member may provide push-in services when necessary, based on the student's need and teacher's discretion.**
3. **On a weekly basis, unit members shall communicate with parents/guardians via email, text, and/or other virtual platforms. Bargaining unit members shall not be required to provide personal cell phone numbers or an non-OUSD email address in communications with parents or students.**

b. **PK**

i. **Early Childhood Special Education**

1. **Due to the developmental stage of children in early childhood special education programs, no student will be required to participate in online or virtual instruction.**
  - a. **Unit members will offer each child both synchronous and asynchronous instructional service options.**
    - i. **All instruction shall be optional and the parent can choose not to participate, or to opt into either whole- or small-group instruction, depending on the individual needs of the child.**
2. **Each child should be offered at least 30 minutes per day of synchronous instruction, including, but not limited to whole group or small-group instruction.**
  - a. **45 minutes should be the maximum synchronous instruction time for any preschool student.**
    - i. **No single session should last more than 30 minutes.**
3. **Unit members shall offer families at least 60 minutes of parent consultation (coaching) per month.**
  - a. **Family consultation will focus on how the family can incorporate IEP goals and other learning goals into the daily routine.**
  - b. **The individual distance learning plan must detail the daily minutes of asynchronous instruction to be delivered in the home setting.**
4. **Attendance**
  - a. **The teacher and family should agree upon a plan for taking attendance.**
    - i. **If a child is participating in whole- or small-group instruction, attendance can be taken at this time.**
    - ii. **If a family chooses to participate in home-based instruction only, a plan should be made for daily contact, such as text messages, emails, etc.**
5. **The teacher should make at least 3 contact attempts during the first two weeks of distance learning.**
  - a. **If the family cannot be reached, a no-contact letter should be sent and the case reported to the administrator.**

c. **SDC-Mild/Moderate**

- i. **Instructional Daily Sessions:**
  1. **TK-2 will hold a 30-minute to 45-minute, whole class instructional session daily.**
  2. **3rd-12th, will hold a 45-minute to 60-minute, whole class instructional session daily.**
- ii. **Each unit member will hold an additional individual or small-group session (1-4 students) per week. Students may be grouped based on similar IEP**

goals to ensure targeted instruction in established need areas. Unit members shall retain the right to modify times below to meet individual students' needs.

1. TK-5 will hold a 30-minute to 45-minute, small instructional session daily.
2. 6th-12th, will hold a 45-minute to 60-minute, small instructional session daily.
- iii. On a weekly basis, unit members shall communicate with parents/guardians via email, text, and/or other virtual platforms. Bargaining unit members shall not be required to provide personal cell phone numbers or an non-OUSD email address in communications with parents or students.
- iv. The District shall provide students in the Mild/Moderate program with hard copies of classroom assignments and supplemental assignments.
- v. Students in the Mild/Moderate shall be included in the general education setting when indicated in the IEP.

d. SDC-Mod/Severe

- i. Instructional Daily Sessions: TK-12th, will hold a 30-minute to 45-minute, whole class instructional session daily.
- ii. Each unit member will hold an additional 30-minute to 45-minute individual or small-group session (1-4 students) per week. Students may be grouped based on similar IEP goals to ensure targeted instruction in established need areas. Unit members shall retain the right to modify times below to meet individual students' needs.
- iii. On a weekly basis, unit members shall communicate with parents/guardians via email, text, and/or other virtual platforms. Unit members shall have weekly contact with parents/guardians. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
- iv. The District shall provide students in the Mod/severe program with hard copies of classroom assignments and supplemental assignments.
- v. Students in the Moderate/Severe shall be included in the general education setting when indicated in the IEP.

10. 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.
11. The District shall continue to provide translation support for virtual, telephonic, and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.) (sign language supports, and closed captioning, etc.)
12. The District shall provide sign language supports and closed captioning for D/HH students and interpreters.

13. 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.
14. 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.

#### **G. Student Supports**

During Crisis Learning, the district shall recognize the need for an increased amount of mental health services for students. The District shall ensure an additional 1.0 FTE per school site for a mental health services provider (e.g psychologist, social worker, counselor, nurse, etc.), to address the impacts of Crisis Distance Learning.

1. The District and the Association recognize that the student support staff positions are unique.
2. 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 OUSD Continuity of Services Plan and shall:
  - a. comply with Section 10.6.4 (“paperwork reduction”).
  - b. be provided the necessary information by District personnel to provide support for students and families. Bargaining unit members shall not be required to return to work to access information.
  - c. be trained by District personnel to use Teletherapy and other platforms prior to initiating any sessions with students.
3. 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.
4. The District shall continue to provide translation support for virtual, telephonic, and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)(sign language supports, and closed captioning, etc.)
5. The District shall provide sign language supports and closed captioning for D/HH students and interpreters.
6. All Student Support Providers shall be provided universal 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.
7. The District shall provide all support staff with technology that can access all platforms/materials.
8. The District and the Association will meet and confer to decide on an appropriate platform to deliver teletherapy services and social emotional learning opportunities. The platform shall include but not be limited to: cohesive/uniform and HIPAA/FERPA compliant, accessibility features (e.g., CC available, high contrast for VI, etc..), interactive capabilities-whiteboard--file sharing.
9. Case management and IEPs will follow the terms outlined under special education.

10. The District and the Association will meet to develop a risk assessment plan for students at each work site and identify proper protocols for students experiencing a mental health crisis.
11. 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.

#### School Psychologists

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

- A. 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.
- B. Unit members shall retain all past practice duties that can be completed by remote means and expand remote services with respect to process, workload, as well as to school-wide and community needs.
  - a. Unit members shall individually identify and complete past and current in-person duties and assessments that can be completed through remote means.
    - i. Unit members shall defer any in-person duties and assessments to the Psychological Coordinator.
  - b. Unit members shall continue to log completed assessments on a monthly basis.
  - c. All formal meetings (i.e. IEPs) and interviews shall be scheduled via telephone or virtual means.
  - d. Unit members shall have access to personnel for printing and filing at PEC main office.
  - e. Unit members shall create their own schedules with respect to student availability and instructional schedules.
  - f. The District shall provide remote resources and platforms aligned with HIPAA and FERPA guidelines to facilitate service of multiple students (e.g., Zoom, Doxy).
- C. All PEC department meetings and trainings 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. Unit members shall continue to explore opportunities and trainings about tele-assessment, while considering the impact of reliability and validity from virtual instruments.

#### School Counselor Services

Counselors may provide virtual or telephone appointments to students for academic counseling, social-emotional learning, parent/guardian support, monitoring, staff consultation/support and student guidance. These appointments or conversations may be conducted via email, telephone, or other virtual

tools, as appropriate. a. be provided by the District with translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.). Other duties designated in flex time may include, but are not limited to:

- School Counselors provide services aligned with a distance service delivery model. School Counselors shall provide distance service and perform duties and responsibilities outlined below.
- Scheduling Students
- Counseling services for students and parent/guardians
- Transcripts
- College Prep/Transition prep
- Crisis Intervention
- Schoolwide events as needed (ie. registration, info events, elective choice, FAFSA, college planning events, etc)
- Teacher/staff/admin consultation

A. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

B. Provide remote counseling support (i.e. teletherapy), social-emotional and Crisis Learning support virtually for students on their site.

C. The District will support School Counselors in obtaining alternative phone numbers e.g. google phone numbers

D. School Counselors shall make every attempt to conduct contact with students on their caseloads and wellness check-ins as needed. This can be done via phone call, virtual tools, text message, and email.

#### Social Workers

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.

- a. Social Workers within the special education department shall only be assigned to work with students within their specific Educationally Related Mental Health Services Program.
- b. Social Workers shall provide remote counseling support (i.e. teletherapy), conduct “Record Review only” assessments, and provide virtual social-emotional and Crisis Learning support for students on their caseload.
- c. Social Workers shall provide individualized & group mental health counseling services aligned with the students’ Individual Education Plan and the workday.
  - i. All counseling sessions shall be provided via telephone, texting or virtual tools. 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.

- ii. The District shall provide relevant agreed-upon teletherapy materials and subscriptions/licenses for teletherapy resources and behavior management incentive system and social emotional curriculum.
- iii. 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.
- iv. The district will support social workers in obtaining alternative phone numbers (e.g. google phone numbers)
- d. Unit members shall have access to personnel for printing and filing at PEC main office.
- e. Social Workers shall provide case management services and coordination of community services.
- f. The District shall provide all Social Workers technology that can access all platforms/materials. (social workers complete mental health documentation for students on their caseload using Alameda County platform that doesn't work on the OUSD issued chromebooks)
- g. The District shall provide ALL students receiving ERMHS with at-home coping supplies (i.e. making coping boxes with therapy materials like stress ball, kinetic sand, etc)
- h. The District shall provide ALL students receiving ERMHS food delivery options for breakfast and lunch duty.
- i. 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.
- j. The District and the Association will meet to develop a risk assessment plan for students within the program and identify proper protocols for students experiencing a mental health crisis.
- k. The District and the Association will meet to develop a plan of action for obtaining legal signatures for mental health counseling services for families and students.

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

- 1. Service Delivery
  - a. The District shall allow the adoption of a 3:1 service delivery model for SLPs, depending on SLP's clinical judgement.
  - b. SLPs shall provide three weeks of direct intervention followed by one week of indirect services.
    - i. Direct services will follow each student's IEP
    - ii. Indirect services include pushing in Crisis Distance Learning teaching platforms, teacher consults, and parent support/coaching.

#### 4. Caseload/Workload

- a. Caseloads shall not exceed 50 to 1 for SLPs assigned to TK-YAP and 40 to 1 for SLPs assigned to only PK settings, per 1.0 FTE.
  - i. Caseloads shall be weighted accordingly (e.g., an SLP working with 50% PK students, will have no more than 45 students on their caseload).
- b. Special Education Committee will monitor caseload and workload overages
  - i. SLPs over caseload shall receive relief in the form of an SLP/SLPA from the subpool within a week to ensure services are continuous and in agreement with the student's IEP.
  - ii. SLPs requiring workload adjustment (e.g., SLPs serving predominantly mod-severe SDCs, TACLE program, sudden increase in referrals, etc.) shall consult with the Special Education Committee and their PEC Coordinator to reach a mutually agreed upon, equitable alteration in method of service delivery (e.g., more individual sessions, therapy materials sent home, etc.)

#### 5. Daily Schedule

- a. SLPs shall establish their own schedules and their work day shall not exceed 3-hours per day of direct services to students, per 1.0 FTE.
  - i. Service minutes shall be provided via email, telephone, and agreed-upon virtual platforms .
  - ii. When appropriate, IEPs shall be amended to meet the needs of students and families.

#### 6. Crisis Distance Learning Platforms/Materials

- a. The Special Education Committee shall meet and confer to decide on an appropriate platform to deliver teletherapy services. The platform shall include but not be limited to: cohesive/uniform and HIPAA/FERPA compliant, accessibility features (e.g., CC available, high contrast for VI, etc.), -interactive capabilities (e.g., screen sharing, whiteboard feature), file sharing, etc).
- b. The District shall provide relevant agreed-upon teletherapy materials and subscriptions/licenses for teletherapy resources (e.g., BoomCards, Boardmaker, etc.) and ensure all members can access them.
  - i. SLPs purchasing their own teletherapy materials or (and when we return to in-person) in-person materials will be reimbursed up to \$500 dollars (e.g., document cameras).
  - ii. The District shall provide all SLPs with technology that can access all platforms and materials (i.e., updated Chromebooks that are unable to access whiteboard or screen sharing features shall be replaced by the District prior to PD and unit member training sessions).

- B. SLPs shall be provided with two (2) release days per month to complete additional work duties and paperwork (i.e., holding IEP meetings, complete IEPs and progress on IEP goals, case management and billing).
- C. The District shall provide students with the appropriate technology and educational equipment as deemed in their IEPs (i.e. AAC device).
- D. The District shall provide SLPs with additional time for planning and coaching around teletherapy platforms for SLPs at the start of the school year and as needed should teletherapy platforms require updates/alterations. (1st 2 weeks of school for planning/coaching)
- E. Assessments shall be conducted remotely and by “Record Review” when appropriate (e.g., triennial).
  - a. SLPs shall not be required to complete more than 3 “record review” assessments monthly, per 1.0 FTE.

#### Nurses

During Crisis Distance Learning: Nurses shall continue to provide indirect nursing services for students and families including case management, and may catch up on paperwork/documentation (ie LEA billing, Aeries entries, IHPs, SEIS documentation).

- 1. The Nurse Faculty Council shall be involved with creating the site assignments for the 2020-2021 school year with ratios that are in compliance with the CBA section 21.9.1.
  - a. Nurses shall make their own daily schedule.
  - b. Workload shall be evenly distributed.
- 2. Nurses shall attend virtual IEP and 504 meetings and conduct “Record Review” only assessments.
- 3. 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 envelopes that do not require a moistening seal and to ensure safe distribution and collection of paperwork and postage.
  - b. Wait 24 hours before distributing materials to families after preparation if only paper-based materials are involved. Wait 72 hours 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 who uses the space, following the Safety cleaning protocols, before preparation, distribution or collection begins.
- 4. Nurses shall receive timely, daily, updates from the District, including but not limited from, the Health Services Department and the Special Education Department, about all revisions and changes in Federal, State, and local guidelines/mandates specific to duties and responsibilities pertinent to School Nurses.
  - a. Health Services shall communicate all updates in the morning “Daily Huddle” email

5. **The District shall provide no cost PD opportunities and online education in alignment with and provided that:**
  - a. **The education courses meet the California Board of Registered Nursing requirements for contact hours (California Code of Regulations, Section 1451, Article 5)**
  - b. **The courses are developed for continuing education purposes and are in compliance with Title 16, California Code of Regulations, Section 1456**
  - c. **Department meetings and trainings shall be scheduled and provided by virtual means.**
6. **The District shall provide the equipment required (computers capable of accessing ZOOM platforms, etc., and Smart Phones) to ensure necessary communication with families, students, medical providers and OUSD employees prior to the start of Crisis Distance Learning.**