

Tentative Agreement between Oakland Unified School District
and
Oakland Education Association Regarding Impacts and Effects of Reopening Schools in Spring of 2021

Memorandum of Understanding (“MOU”) between Oakland Unified School District (“District”) and Oakland Education Association (“OEA”), collectively “Parties” regarding the unprecedented challenges posed by the COVID-19 Pandemic and the impacts and effects of a phased in approach to reopening schools to in person instruction.

WHEREAS, The Parties agree to continue Distance Learning (per the Fall MOU on Distance Learning) and a phased in reopening to in person instruction;

WHEREAS, To the extent Distance Learning is provided to students, substitute teachers currently working in Special Assignments in distance learning shall have the option of continuing in Special Assignments;

WHEREAS, The Parties agree to reopen schools for in person instruction to students in Spring of 2021.

Therefore, the Parties agree as follows:

I. THRESHOLD CRITERIA FOR IN PERSON INSTRUCTION/SERVICES

1. COVID Vaccinations. The District shall actively support and assist the Alameda County Department of Public Health to ensure the COVID 19 vaccine is available to unit members, the best of the District’s ability. If the Alameda County Department of Public Health prioritizes vaccinations for educators providing in person instruction to students, unit members who opt to begin in person instruction and learning supports pursuant to this Agreement shall be prioritized consistent with ACDPH requirements.
2. Safety and Mitigation Factors. The District shall establish and maintain safe environments, provide personal protective equipment (PPE), develop clear protocols and procedures for maintaining safe and healthy facilities, and social distancing (in

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compliance with Criteria II in Sections A-J below) to prevent the spread of COVID-19 cases at school sites. In accordance with CAL OSHA regulations, air quality and air filters will be checked in every classroom monthly, or as requested by staff. If requested by staff, a mechanical engineer, or other expert as determined by the District, shall visit a site within 2 working days. OUSD shall add air quality inspection to the OUSD Readiness to Return Dashboard and the data shall be updated daily to ensure that mitigation factors in place are operating (air quality inspection means timely filter replacement per manufacturers recommendations). The District shall consult the 2020-21 Projected Baseline Site Utilization Guidelines. The District, and unit members, shall establish and maintain safe environments as follows:

- A. PPE: in accordance with Criteria II (OEA P18 on 1/20/2021 cited in Section I.2 above) provide PPE to unit members, staff, and students (with annual or as needed fit testing for N95 use or specific classifications to be agreed upon by the Association and the District).
- B. Social distancing: adhere to the ACPDH and CDC social distancing guidelines.
- C. Contact tracing: the District in conjunction with the Alameda County's Public Health Department and/or the State shall develop a detailed and adequate science-based testing and contact tracing program free of cost for all students, families, and school staff- including a daily symptom check process. The district shall notify staff and families immediately of any known positive cases of COVID-19 at their assigned location.
- D. Ventilation in workspaces: in accordance with Criteria II (OEA P 18 on 1/20/2021 (cited in Section I. 2 above).
- E. The District shall follow the guidelines set by ACPHD for the quarantine, isolation and exposure of COVID-19 for all students, parents and bargaining unit members at all District sites. The plan shall be reviewed, signed and adhered to by all unit members during paid preparation time outlined in this Agreement.
- F. Provide guidance to parents, teachers, and staff reminding them of the importance

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of community physical distancing measures, including discouraging students or staff from gathering elsewhere.

- G. Members shall not be required to sign any waivers unless agreed to by the OEA Bargaining Team.
- H. The District shall comply with OUSD's Injury and Illness Prevention Program COVID-19 and Injury and Illness Prevention Program COVID-19 Addendum and other requirements from the ACPHD, CAL OSHA, and other State requirements.
- I. In the event of an outbreak or confirmed COVID 19 cases in the school, the District shall respond consistent with requirements set forth by the ACPHD, including closing schools, and returning to distance learning, if required to do so.
- J. The District and the Association are committed to community safety and increasing access to testing, which extends beyond staff and students to include household members of students. As such, the District shall comply with State requirements with regard to staff surveillance testing, student testing and response testing. All household members of students shall receive information about testing sites and will be encouraged to complete testing every two weeks or if they display symptoms of Covid.

II. PHASE 1: OPT-IN REOPENING PERIOD

- 1. The Opt In Process (Phase 1). Unit members who have received an initial vaccine dose at least 10 days prior to beginning instruction with small cohorts of students may participate during Phase 1.
- 2. The opt in process for unit members shall commence when the Alameda County reaches an adjusted case rate of 10 to 100,000 with unit members only (students will return pursuant to dates outlined in this Agreement).
- 3. Upon ratification of this agreement, participating unit members (those who opt to provide in person instruction) shall begin small stable cohorts of in-person instruction and direct services to students on March 30, 2021, through a phased in approach whereby a combination of in-person instruction and distance learning shall be offered to students

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starting with grades PK-2 and students in targeted populations in all grades including those identified per the OEA MOU Distance Learning (section 13. c and 13. d) and requirements set forth by the state and county. Participating unit members will report in person on March 25, 2021 for preparation time (see Section 4 below). Unit members wishing to gain access to their classrooms may do so in coordination with their Site Administrator.

4. Preparation Time for Participating Unit Members.

- a. Permanent unit members who opt to provide in person services to students shall be provided (2) two preparation days prior to students transitioning to in person learning. Distance learning shall be scaled back to asynchronous instructions for these (2) two days prior to the go-live date for their site per the phase in schedule to allow teachers to prepare their classrooms for the return of students (i.e. setting up their classrooms, prepping curriculum).
- b. Unit members shall be provided a substitute if possible. If a unit member is not provided a substitute the unit member will engage with students live (in distance learning) unless provided a substitute teacher to engage live with students upon written request of the participating unit member to satisfy the daily live interaction required by state law on preparation days (i.e. a morning meeting similar to minimum day schedules). The unit member shall be provided two hours of per diem pay.
- c. Substitute Teachers may opt to provide in person instruction to students and/or in person support to students in distance learning. Participating substitute unit members shall receive (2) two days for preparation and training prior to the transition of students to in person learning and (1) one additional day of preparation and training after (15) fifteen days of in person instruction with students to be scheduled in coordination with the participating unit member. (for a total of 3 preparation/training days).

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5. Participating unit members shall be allowed to withdraw from participation without reprisal during the opt-in period of this agreement. Unit members shall be encouraged to provide at least 48-hour prior notice to their site administrator and make efforts to secure a substitute consistent with the District's protocol to avoid inconveniencing families, students and other staff members.
6. In recognition of the additional time and preparation for the transition to in person instruction, permanent unit members who report in person on March 25, 2021 ~~or before March 22, 2021~~ and who provide in person instruction (to stable cohorts of students) consistent with their approved school site schedule for in person instruction or in person related services to students through the remainder of the 2020-21 academic school year shall receive a one-time \$200 stipend per week of in person instruction to students effective the week of March 30, 2021 through April. The one-time stipend shall be issued to members in May on or before their final pay warrant on May 31, 2021.
7. Stipends for Substitutes and Equity Safety Lens in Light of COVID-19 Case Rates:
 - a. Substitute unit members assigned to provide in person instruction and learning supports to students each week (a minimum of three days per week) through the end of the school year at schools in "hard hit zip codes" as defined by the California Department of Public Health (HPI) (94603, 94621, 94601), shall be eligible for a one time \$500 stipend to ensure that there are adequate supports to reinforce safety protocols and supports to students in light of the impact of COVID-19 in these school-site communities.
8. Participating unit members shall be provided one COVID Leave day to take the first or second vaccine dosage or if the unit member is experiencing symptoms from the vaccine shot.
9. Prior to commencing in person instruction, the District shall provide the President of the OEA and the OEA Bargaining Team Chair with a list of unit member volunteers for in person instruction. The list shall be updated and shared at the end of every week.
10. All unit member volunteers for in person instruction/services shall be invited to

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attend a virtual meeting with the Bargaining Team Safety Sub Committee at a mutually agreed upon time by the Parties to:

- a. Review the MOU for Voluntary Small and Stable Cohort In Person Instruction for OUSD's Most Vulnerable Students.
 - b. Ensure that unit members sign an understanding detailing unit members rights as volunteers and the risks and impacts of in person instruction.
11. The District and unit members shall comply with safety requirements set forth by the CDC, ACPHD, CAL OSHA, and this Agreement. The OUSD Readiness to Return Dashboard shall include information on these requirements and Safety Leads at each site.
 12. Participating unit members' in person schedules shall be set based on mutual agreement with the unit member, Site Safety Leads, Site Administrator or the Site Administrator's designee and subject to final approval by Network Supt. to ensure adequate staffing, cleaning and compliance with other safety protocols. In person instruction shall occur between 9:00am and 12:30pm and/or from 1:00pm to 3:15pm unless otherwise approved.
 13. The Parties acknowledge that an Executive/Government Order, Judicial Order or Federal, State or Local regulation providing criteria for offering in school instruction, and/or guidance from the California Department of Education shall supersede criteria outlined in this agreement wherever applicable. At the written request of either party, the parties shall meet to negotiate any impacts and effects of changes to such provisions as soon as possible.
 14. In recognition of the diverse personal values (including privacy), the District shall rely on self report of vaccinations. This Agreement will not be implemented in a way that impedes on the District's ability to provide equal opportunity and access to unit members based on their religious beliefs, personal beliefs and/or medical exemptions as it relates to vaccinations.
 15. The District and the Association affirm students rights to a Free and Appropriate Education (FAPE) under the ADA and under the IDEA.

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16. Nothing in this MOU shall be interpreted or implemented in a manner that precludes or impedes the District from providing FAPE to students with disabilities and/or specialized and targeted support services to designated student groups pursuant to the Cohort Guidance issued by the CDPH on August 25, 2020 (updated on September 4, 2020).
17. In-person instruction, assessments and other related services, shall be provided during the regular work hours of the employee and the operational hours of the District facility.

III. LEGALLY MANDATED ASSESSMENTS

1. Through April 1, 2021, the District will first seek volunteers to administer legally mandated evaluations and assessments in person.
2. As needed, the District may offer voluntary additional hours outside of the employee's workday to conduct assessments. Such additional hours will be paid at the employee's per diem rate.
3. Assessment Services will be provided as follows:
 - A. On a one-to-one basis (one teacher/service provider and one student).
 - B. Completed in a classroom or other appropriate space consistent with the provisions of this MOU.
 - C. Site administrators shall designate a safe waiting area for the parent/family.
 - D. Participating unit members shall be located at only one testing site
 - E. Preselected sites shall be based on an equity framework.
 - F. Site admin, in conjunction with the Site Safety Lead, and subject to final approval by the Network Superintendent, shall designate appropriate testing space(s) on campus.
 - G. The District shall follow the guidelines for in-person Mandated Assessment Health Guidance (Addendum 1) found in <https://www.acoe.org/schoolguidance>.
 - H. Service-Providers conducting assessments shall have professional discretion for their testing schedule.

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4. **Progressively Assessing More Students:** The Parties will collaborate to progressively complete more in person assessments by identifying members who are already volunteering, facilitate joint outreach to unit members for additional volunteers, supporting safety procedures and providing a menu of support to unit members who volunteer to start in person assessments. Both parties understand the limitations of time and will work collaboratively in the SPED Faculty Council to track completed assessments.
5. **Volunteer Process:** The Parties will establish a process for tracking voluntary participation. Participating unit members shall begin completing assessments on their own caseload. Any tasks that can be completed remotely may be. The Parties shall work collaboratively to establish roles and responsibilities for voluntary participation.
6. The safety provisions of this Agreement shall be honored as unit members conduct assessments.
7. **Workload:** In recognition of the increased workload of transitioning from services provided remotely to services provided in person, the Parties agree as follows:
 - a. **Speech and Language Pathologist.** Workload offset with menu of supports (e.g., SLPA covering caseload, additional release days, extended contract, etc.). SLPs will continue to have one release day per the MOU on Distance Learning.
 - b. **Nurses** shall be offered Nurse Assessment Assignments to complete assessments District-wide as assigned by the Executive Director of Special Education and shall be compensated through the extended contract process. For each assessment day the nurse is assigned and completed in person, the caseload of the nurse shall decrease by 270 students $(1350/5 \text{ days} = 270)$; assigned to one assessment day = caseload reduction by 270, assigned to two assessment days = caseload reduction by 540).
 - c. **Psychologist:** Extended contracts shall be available for Psychologists providing assessments for work performed outside of the contractual workday.
 - d. **Special Education Teachers:**

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- i. If volunteering to complete assessments on their own caseload, and within their contract hours, members shall be offered the option of an additional release day per month (for a total of 2 release days) to support completion of in-person assessments OR six hours per month of extended contract pay to reflect the additional complexity of assessment work brought forth by the pandemic.
 - ii. If volunteering to support assessments outside of their caseload, and outside of their contractual hours, extended contracts shall be provided.
8. Performance Evaluations: Performance evaluations shall include information about a member's case management (e.g. documentation of attempts at outreach to families, scheduling of meetings, coordination with team members). For the duration of the volunteer period for in-person assessment, members will not be penalized in evaluations or subject to discipline if they elect to not volunteer. After the volunteer period, members will not be penalized for being unable to complete in-person portions of an evaluation due to a family refusing to make a child available (with documentation of such refusal), where a member is unable to reach a family (with documentation of outreach attempts), where a unit member has inherited a past-due case (such as when a child moves into Oakland from another district, for example) or where a verified medical condition prevents the member from returning to complete in-person work.
9. Work Locations: The District shall provide designated spaces for testing. Testing spaces shall be in compliance with Safety Criteria II in Section I.2 above. Outdoor testing locations shall be offered where feasible based on protecting student confidentiality in the Special Education evaluation process.
10. Supports: The District will provide tests, materials, protocols, and supplies for assessments, including online scoring software and rating scales. Common measures will be issued to assessors with sufficient protocols to cover all outstanding cases. Less common measures can be obtained through a no-touch pickup system with online appointment slots.

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- a. All unit members shall be allowed a ten-day transition period effective upon ratification of the Agreement to adjust their work schedules and other duties, after which in-person assessments shall begin to take place.
 - b. Unit members shall have the option of working beyond their normal work hours to complete additional assessments and shall be compensated through extended contracts. The safety protocols and expectations for In-Person assessments shall be shared with all volunteers.
11. For the duration of this agreement, unit members shall maintain their current assignments as defined in the definitions section of Article 12.1 to the maximum extent possible based on the enrollment numbers of students with Individualized Education Programs (IEPs).
- a. Unit members accepting extended contracts for additional assessments outside of their caseload may be required to complete evaluations at other sites as assigned through the extended contract process.

IV. RETURN DATES FOR STAFF AND STUDENTS

The in person return dates for staff and students are as follows:

1. Opt-in staff shall return March 25, 2021 for preparation and PD for the transition to in person instruction. The first day of in person instruction for students PK-2 and priority student groups pursuant to this Agreement shall be March 30, 2021.
2. All unit members shall return for in person instruction on April 14, 2021 for preparation and PD, unless an exception is granted by the Chief of Talent. The return date for students at all levels who opt to return to in person instruction is April 19, 2021. Unit members wishing to gain access to their classrooms may do so in coordination with their Site Administrator.

V. COMPENSATION FOR TRANSITION/ADDITIONAL WORKLOAD IN HYBRID

To support the transition from working remotely to in person learning, and increased workload

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associated with the District's hybrid model educational program, permanent unit members shall be eligible for additional compensation as follows:

1. Effective March 30, 2021, the daily substitute rate for in person substitutes (PK-12) shall be increased to 100% of step 1 column 1 of the K-12 salary schedule.
2. Unit members (any full time equivalents ("FTE") up to 1.0 FTE) (including early Childhood Education Teachers) shall be eligible for \$2,000 stipend subject to the following conditions:
 - a. The Parties partner to ensure a sufficient number of unit members opt to provide in person instruction to support a March 30, 2021 reopening for priority students;
 - b. Schools reopen for instruction and related services to students at all levels no later than April 19, 2021;
 - c. The unit member reports in person no later than April 14, 2021 unless a unit member is granted an exception approved by the Chief of Talent; and
 - d. Payment of this stipend shall be disbursed within 60 days of the District's receipt of one time dollars to be received by the District from state or federal government to support instruction and services to students during the Coronavirus pandemic.

VI. 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 reopening schools for in person instruction during the 2020-21 school year. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures due to COVID-19 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.

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This MOU entered into by the Parties on the 13th of March 2021, shall expire in full without precedent on the last day of the traditional school year for 2021 (May 28, 2021). The District and the Association agree to continue negotiations on any additional impacts and effects of in-person learning in a hybrid model. If Alameda County does not reach the Orange Tier prior to April 26, 2021, the Parties reserve the right to amend, extend or revise the terms of this Agreement by mutual agreement.