

MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
OAKLAND EDUCATION ASSOCIATION
distance learning DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

OEA P-12
OAKLAND EDUCATION ASSOCIATION
PROPOSAL TO
OAKLAND UNIFIED SCHOOL DISTRICT
July 31, 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.³ 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

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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.¹

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.² 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 The 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.

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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” **shall be defined in California Education Code 43500(a)(1-3) which** means instruction in which the student and instructor are in different locations. Methods could include **synchronous (live) and asynchronous (pre-recorded) instruction on-line instruction**, take home packets, phone calls, emails, text reminder applications using families home language, ~~and~~ other means of communication, **and include the use of online learning platforms (i.e. google classroom).**
 - a. **Synchronous instruction is defined by distance learning delivered by the teacher in real time with simultaneous student/teacher or family/teacher engagement. 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-, wellness checks, and live family communication.**

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- b. **Asynchronous is defined as teacher designed learning and/or teacher delivered instruction, that occurs through online channels without real-time interaction (e.g. pre-recorded mini-lesson) or lessons that are assigned using but not limited to district provided platforms (i.e. ST Math, Brain pop). Off-line Independent learning: This may also include teacher-directed student learning that happens independently either off of the computer (such as reading, hands-on learning, project-based learning) or teacher assignment of student completion of on-line tasks or adaptive programs (e.g. Freckle, Kahn).**
- ~~c. Flex time is apart from synchronous and asynchronous instruction described above. It includes wellness checks, family communication, responding to student work, collaboration and planning time.~~
- ~~d. Blended Learning. “Blended Learning” is defined in Article 27.2.1 of the Collective Bargaining Agreement between OEA and OUSD (“CBA”) as a “holistic instructional model in which the teacher dedicates a portion of their instructional time to using adaptive content software and technologies where students have control over time, place, path, and/or pace and a portion of their instructional time delivering targeted small group teacher instruction.” Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, targeted Small Group Instruction on-line with the teacher or in person. District will comply with CAL OSHA and Center for Disease Control guidance for in-person learning, and communicate these details to students, families and unit members to ensure safety. The Parties agree to implement Distance Learning as outlined in this MOU through October 8, 2020. At any time when the District’s schools are in the distance learning model or blended learning model due to recommendations from state and local health officials, the following will apply.~~
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. ~~Bargaining unit members will~~ shall use their professional discretion to administer online assessments and when appropriate, in-person assessments as outlined in the Learning Continuity and Attendance Plan. The purposes of student formative online assessment are to with the purpose of keeping students and parents informed of student progress or areas for improvement and to guide teacher instruction. ~~consistent with the OUSD Learning Continuity and Attendance Plan.~~ Unit members shall provide assessment results and

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associated feedback to students ~~regularly every 6 weeks~~ or according to the scope and sequence guidance provided by grade-level/subject areas.

4. Unit members ~~will grade students consistent with the District's grading processes as set forth in District policies and Continuity of Learning and Attendance Plan~~
5. 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. ~~No elementary or high school secondary student will shall receive a failing letter/number grade 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(s)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.
6. ~~Any high school student who receives a F failing grade will be given an opportunity to improve their grade to improve their grade on any assignment within a week of the assignment's original due date or at a time agreed upon between a student and teacher subject to any Federal or State regulation and/or deadline. The District and Association President will work with community organizations to encourage students to complete assignments.~~

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7. **The OUSD Continuity of Education Plan ~~will~~ shall 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 - ~~distance~~ Crisis Distance Learning.**
8. 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.
9. **The Parties agree to jointly promote equity and the ~~advanced~~ 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

A. Preparation Time to Implement ~~distance learning~~ "Crisis Distance Learning"

1. **Strong Start Orientation Weeks**
 - a. 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 Crisis Distance Learning and create positive outcomes for students.
 - b. During Strong Start Weeks, unit members will shall:
 - i. Have 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 from August 5 through August 7.

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1. Per diem substitutes shall be included in the professional development offered in order to support students throughout the year.
- ii. From August 10 through August 14, teachers shall:
 1. Conduct a total of sixty (60) minutes of live interaction each day (advisory/wellness check-in, morning or midday meeting) with students to comply with AB 77 ;
 2. Use these daily live interactions to communicate with students and families the details regarding tech distribution happening at school sites.
 3. During this week teachers shall begin to identify Tier 1 interventions to address academic, social- emotional and behavioral needs.
 4. Attend one (1) hour total of professional development/site meeting led by site leaders (educator or site lead PD and or any the mandatory virtual trainings and other trainings of choice outlined in Section D of this MOU) ; and
 5. Complete a maximum of two (2) hours of mandatory virtual trainings during the week. No training shall exceed sixty (60) consecutive minutes.
 6. ~~Thirty (30) minutes of collaboration time (consistent with Article 10.2);~~
 7. 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 time to collaborate with members of their professional or content learning community.

I.i.i. Teachers shall be given five (5) additional teacher planning days during the time period of August 24th through September 25th during consecutive weeks, on Wednesday. These additional planning days shall follow the daily

interactions outlined in section b. ii. 1.

iv. Unit members who teach professional development sessions during this time period shall be compensated at their per diem rate, and the compensation shall be three (3) hours of paid time for each hour of professional development taught.

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7. 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.

~~8. It is understood by both Parties that students, families, and educators will need training and preparation time in order to successfully transition to Distance Learning in a manner which is consistent with this MOU and AB 77. The Parties agree to collaborate to provide training to families and students on technology use (including the use of online platforms (e.g. Google Classroom and other online platforms), accessing grade level content, and safety.~~

Unit member professional development and planning time shall be as outlined in the CBA and this MOU. To provide additional professional development and planning time for a successful transition to Distance Learning and, for secondary teachers, a transition to Mini-mester the first two Wednesdays of the school year (August 12, 2020 and August 19, 2020) unit members workday shall consist of the following:

i. Unit members shall conduct 60 minutes live (advisory/wellness check-in, morning or midday meeting) with students to comply with AB 77; ii. 1 hour professional development (site lead PD and the mandatory trainings

in Section D of this MOU); and

iii. 30 minutes of collaboration time (consistent with Article 10.2) iv. The remainder of the day shall be reserved for the unit member's

independent planning and preparation time.

2. ~~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,~~

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~~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.~~

- ~~3. The daily schedule and professional duty day for unit members shall be consistent with Article 10.2.1 (workday).~~
4. 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.
5. 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.
6. Daily logs requested by site administration shall be simple and comply with Section 10.6.4 (“paperwork reduction”).
7. Daily morning check-ins shall not be required of unit members.
8. 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.
9. 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.

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10. 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.
11. ~~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.~~
12. **Bargaining Unit members shall provide daily documentation in Aeries of student participation/attendance as required by the Learning Continuity and Attendance Plan (and AB 77):**
 1. Document daily participation for each student, each school day;
 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. **If a student completes asynchronous assignments after hours teachers will be able to amend the attendance record at a later date within the week.**
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
13. **Any personal interaction with student, parent or guardian shall account for synchronous minutes.**

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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~~in the Learning Continuity and Attendance 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

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~~areas, including social emotional, covered during Crisis Distance Learning, distance learning.~~
Professional development opportunities shall be available starting August 10th August 5, 2020.
Each bargaining unit member will be offered professional development within the first three weeks of instruction which shall 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 courses that~~ 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.

~~Bargaining unit members shall complete the following mandatory trainings (virtually) by August 21, 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.~~

~~5. 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.~~

~~6. Professional development opportunities shall occur virtually on a weekly basis, under the following conditions:~~

~~a. Professional Development shall be follow monthly minimum minutes as prescribed by the CBA.~~

~~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~~

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~~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.~~

~~7. Weekly collaboration time shall follow monthly minimum minutes as prescribed by the CBA.~~

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.

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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.~~ **within two working days.**

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

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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 may include, but is not limited to, the following activities:
 - a. Planning instruction and/or services
 - b. Monitoring Student Activity
 - c. Informal assessments for students
 - d. Sharing Progress with Families
 - e. Co-planning amongst colleagues
 - f. Virtual Office Hours
 - g. Collaborating with other unit members and Support
 - h. Staff participating in Professional Development and Staff Meetings
 - i. Complete IEP and Reports with PreK SPED Teachers
 - j. Participating in IEP Meetings
7. Flexible schedule time for TK-12 may include, but is not limited to, the following activities:
 - a. Planning instruction and/or services
 - b. Co-planning amongst colleagues
 - c. **Non-mandatory Professional Development and Staff Meetings**

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8. Flexible Schedule Time for TK-12 ~~must~~ shall include, the following activities:
- a. ~~Virtual Office Hours~~ **A set schedule of virtual office hours (at least once per week).**
 - b. Participating in IEP Meetings (**non-Case Managers**)
 - c. Providing Feedback to Students
 - d. Grading
 - e. **Daily and weekly documentation in Aeries of student participation/attendance and re-engagement as outlined in Section A.**
 - f. Monitoring Student Activity
 - g. Gathering Formative and Summative Assessments
 - h. Sharing Progress with Students and Families
 - i. ~~Advisory Hours in secondary (for designated unit members as determined by Site Administrator)~~
 - j. ~~Collaborating with other unit members and Support Staff participating in Professional Development and Staff Meetings~~ **Collaborating with other unit members and Support Staff includes developing and implementing re-engagement strategies for students as required by AB 77.**
 - k. Providing IEP Services
 - l. **All legal and contractual requirements are met including, AB 77 state, federal and local laws, all relevant collective bargaining agreements, and this MOU.**
 - m. ~~Attendance~~
 - n. **Weekly participation in Professional Development and Collaboration outlined in the CBA. Administrators shall provide scheduling accommodations for educators who are caregivers.**
9. 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.
10. 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

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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.

11. 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”).
12. Bargaining unit members lessons, video chats, and participation in any District activities shall not be recorded without the explicit permission of unit members.
13. 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.
14. Bargaining unit members shall be held harmless for the reasonable use of technology, as it relates to privacy concerns, during this time.
15. **Consistent with Education Code 43500, unit members will provide video or audio instruction in which the primary mode of communication between the student and the employee is online interaction, instructional television, video telecourses, or other instruction that relies on computer or communications technology.** Teachers will not be required to conduct live video over their objection, pursuant to California Education Code Section 51512. **The District will notify students and families of Ed Code 51512 and this provision of the MOU on a monthly basis through district-wide communication- including a posting to the District’s website within 7 days of execution of this Agreement.**
16. **The Association shall prioritize the health and safety of its members and the community. The Association also recognizes 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 to deliver Crisis Distance Learning at home, 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, school safety committee, direct supervisors and the site administrators shall establish a schedule in advance, with priority access for the**

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abovementioned staff, and a daily cap on recurring access. Access shall follow the guidelines listed below:

- a. **Unit members shall sign an OEA pledge acknowledging the impact that their presence at the site has on community health and the importance of not entering school sites until the Association's Criteria 1 and 2 are met.**
- b. **The District shall provide temperature checks and health screening forms for all unit members.**
- 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 classroom/workspace provided by the District. The District shall ensure that the classroom/workspace being accessed has been disinfected as outlined in the Association's Criteria 2.**
- f. **Unit members shall not share space with other staff.**
- g. **Unit members shall not bring additional persons onto school sites.**

Unit members shall not choose this option if they have been exposed to CoVid-19 or exhibit any symptoms. As part of symptom screening, the District shall refer symptomatic individuals to an appropriate healthcare provider or testing site. Unit members shall not be evaluated based on their usage or nonusage of the site. Safety committees and/or faculty council shall review site access on a monthly basis to determine the effectiveness of the policy and whether to reduce access or revoke it.

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),

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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 to cultivate social emotional learning and well being of students, connectivity time with peers and advanced learning.
 - c. **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. Unit members shall may opt to record live whole group and/or small group sessions with parental consent, so that students, and particularly those in need of additional academic support (i.e. through differentiation and/or paraeducator/instructional support specialist service minutes), can access instructional sessions as needed.**
 - d. 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. Using common best practices to support differentiated instruction and facilitate advanced learning, weekly Small Group Instruction will be a district wide priority. Unit members will offer ~~in-person~~ Small Group Instruction to the greatest extent possible in order to comply with Education Code 43504(b).
 - e. 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.

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i. 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:

- a. Each student shall receive weekly advisory support.
- b. In secondary school, classroom teachers shall prioritize students who are not submitting work, engaging in distance learning regularly and/or who are off-track to graduate for 1:1 sessions or Small Group Instruction for the given course.
- c. ~~Additionally, Small Group Instruction shall be provided for students who are not on-track to passing A-G required courses.~~
- d. ~~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.~~

~~4. Direct service/instruction may be either synchronous (live) or asynchronous (pre-recorded):~~

- a. ~~The daily schedule for unit member teaching grades PK shall include 210 minutes (3 hours, 30 minutes) of direct service/instruction.~~
- b. ~~The daily schedule for unit members teaching grades TK-K shall include 210 minutes (3 hours, 30 minutes) of direct service/instruction.~~
- c. ~~The daily schedule for elementary unit members teaching grades 1-3 shall include 255 minutes (4 hours 25 minutes) of direct service/instruction.~~
- d. ~~The daily schedule for unit members teaching grades 4 through 12, and those unit members providing student support, shall include 285 (4 hours 45 minutes) minutes of direct service/instruction.~~

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Distance Learning 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, a minimum of 50% of unit members daily direct service/instruction shall be synchronous. 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.

Each early childhood teacher's 420-minute duty day shall be broken down as follows:

rep s	for	Activities lies	for	whole group	(group 1) instruction	Activities for	1 Instruction	Activities for	1 Instruction,	Team Meetings pports
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- ~~i. 75 minutes daily of whole group, synchronous instruction, broken into three smaller sections; ii. Three, 15-minute small group (45 min total), synchronous sessions per day~~**
- ~~iii. 240 minutes of flexible time, which includes but not limited to:~~**

- ~~1. Complete DRDP reporting/reflections~~
- ~~2. Lesson planning~~
- ~~3. Virtual parent conferences and supports~~
- ~~4. Providing Big Day for PreK resources to families~~
- ~~5. Informal assessments for students~~
- ~~6. Complete IEP and Reports with PreK SPED Teachers~~

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 AB 77.**
- ii. Whole group instruction daily (synchronous).**
- iii. Small Group Instruction twice per week (at minimum).**
- iv. Additional Small Group Instruction shall be created based on a**

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~~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.~~

~~f. Secondary: To the extent possible, Master schedules for middle and high school shall be shifted to a “Mini-mester/Quarter instructional model to support reduced contacts for unit members and a reduced class load for students.~~

7. 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. Elementary school sites may adopt sample schedules in Attachment 1 of this MOU. In recognition of the need to be flexible during the pandemic and shelter in place, alternative schedules may be constructed to accommodate staff and/or student/family needs subject to the following:~~

~~i. The minimum instructional and flex time minutes as determined by this MOU are met.~~

~~ii. The Network Superintendent for the school approves the alternative master schedule based on operational capacity and feasibility/Reopening Checklist (i.e. custodial, transportation, nutritional services);~~

~~iii. The schedule is consistent with the Continuity of Learning and Attendance Plan and allows for implementation of the MTSS plan.~~

~~iv. All legal and contractual requirements are met including, AB 77 state, federal and local laws, all relevant collective bargaining agreements, and this MOU.~~

~~c. Secondary school sites may adopt the sample “Mini-mester”/Quarter master schedules in Appendix 2 of this MOU. In recognition of the need to be flexible during the pandemic and shelter in place, alternative master schedules may be constructed to accommodate staff and/or student/family needs subject to the following:~~

~~i. The workday is consistent with Article 10.2.1 for all unit members;~~

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~~ii. The minimum instructional and flex time minutes are met as determined by this MOU;~~

~~iii. The Network Superintendent for the area approves the alternative master schedule based on operational capacity and feasibility/Reopening Checklist (i.e. custodial, transportation, nutritional services);~~

~~iv. The schedule is consistent with the Continuity of Learning and Attendance Plan and allows for implementation of the MTSS plan; and~~

~~v. All legal and contractual requirements are met including, AB 77 state, federal and local laws, all relevant collective bargaining agreements (including this MOU).~~

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

*PK and K (ages 3-5) and SDC PK has been widely suggested by experts for a maximum screen time of 60 minutes.

Student Schedule	PK-K*
<u>Synchronous Instructional Maximum</u> <i>Ex. Zoom, Google meet, telephone conferences, wellness calls, targeted intervention, PE</i>	<u>60</u>
<u>Asynchronous Instruction</u>	<u>60</u>
<u>Family Connection**</u> <u>(15 minutes/family every week)</u> <u>Included in instructional time: DAP for families</u>	<u>60</u>
<u>Total instructional minutes</u>	<u>180</u>
<u>Flex</u>	<u>120</u>

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Total Work Day	300
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*PK and TK -K (ages 3-5) and SDC PK has been widely suggested by experts for a maximum screen time of 60 minutes.

**Family connection within early childhood is considered part of instructional minutes (not flex) as it will provide and maintain developmentally appropriate practices for families.

<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>
<u>Synchronous Instruction</u> <i>Ex. Zoom, Google meet, telephone conferences, wellness calls, targeted intervention, PE</i>	<u>15 minutes whole group</u> ± <u>15 minutes small groups</u> ± <u>15 minutes parent communication</u>	<u>20 minutes whole group</u> ± <u>20 minutes small groups</u> ± <u>20 minutes parent communication</u>	<u>30 minutes whole group</u> ± <u>45 minutes small groups</u> ± <u>15 minutes parent communication</u>	<u>50 minutes whole group</u> ± <u>50 minutes small groups</u> ± <u>15 minutes parent communication</u>	<u>55 minutes whole group</u> ± <u>50 minutes small groups</u> ± <u>15 minutes parent communication</u>	<u>Period 1 - Math 8 30 minutes whole group</u> <u>Period 2 - ELA 8 45 minutes whole group</u> <u>Period 3 - Choir 40 minutes whole group</u>
<u>Asynchronous Instruction</u> * <i>Ex. journal writing.</i>	<u>45 minutes</u>	<u>12090 minutes</u>	<u>90 minutes</u>	<u>115 minutes</u>	<u>120 minutes</u>	<u>Period 1 45 minutes</u> <u>Period 2 45 minutes</u> <u>Period 3 35 minutes</u>

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<i>independent reading, educational apps, PE</i>						
Total Instruction	<u>90 minutes</u>	<u>1850 minutes</u>	<u>180 minutes</u>	<u>230 minutes</u>	<u>240 minutes</u>	<u>240 minutes</u>

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

- 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.

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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. 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 4 hours):~~
6. 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. **Classroom teachers shall determine the timeline for make up work and share the policy with students.** 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.
7. 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

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8. 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.

Substitutes

1. **Substitutes and Adult Ed Teacher shall perform duties as prescribed in the “Continuity of Services Plan” in collaboration with teachers at their primary site, if applicable, and complete online trainings as follows:**
 - a. **Keenan On-line PD List for Subs:**
 - b. **De-escalation Strategies**
 - c. **Disruptive Student Behavior**
 - d. **Safety Shorts**
 - e. **Playground Supervision**
 - f. **Managing Stress**
 - g. **Health Conditions and Emergencies**
 - h. **Overview**
 - i. **Sexual Harassment: Policy and Prevention**
 - j. **Other Trainings agreed upon by the parties.**
2. **Per diem, STIP substitutes and Mentor teachers will receive paid training in online instruction needed to provide supplementary online support for small groups and 1:1 instruction.**
3. **Substitutes shall be paid for any training that is attended after completing their duty day assignments.**
4. **The District shall add an option on Smart Find entitled, “Online Support” so that members may access additional support from teacher substitutes and not require use of sick or personal leave.**
5. **The District shall increase the number of STIP substitutes at sites to support specific schools.**

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.**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:

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- a. 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.
 - b. 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 for a total of 10 OEA representatives. 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 **Crisis 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 necessary equipment, Internet connections/hot spots, and any other necessary resources to ensure students can benefit from remote instruction and teletherapy in accordance with their IEP.~~ **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 or student need. The District shall will make every effort to**

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purchase and disseminate such materials in a timely manner. Special education teachers and students will be prioritized in the distribution of such items.

b. The District shall develop an electronic form system to report students' educational, academic and communication needs as identified in their IEP or SB 98 plan.

- 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 case managers 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 collaborate on selecting 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 meet and confer to decide **any changes to** curriculum and the continuum of services provided by each special education program **(Ca Code 3540)**. 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 relevant agreed-upon educational materials and subscriptions and ensure all members 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. Special education administrators must consult with principals before assigning paperwork to ensure it is not a duplication.
- b. Education Specialists and Support Services Providers shall receive 1 designated release days per month to complete additional work duties required by Crisis Distance Learning such as holding IEPs, completing IEP paperwork, updating progress on goals et al.
- c. Per AB77/SB 98 requirements, all case managers will create a Crisis 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

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due to an emergency. The District will create a template for this plan and provide members with guidance to complete it.

- 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/AB77

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. 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 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.
- 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~~ shall be made to comply with holding IEP meetings as aligned to Federal and State guidelines.

8. Placeholder Instructional Mins Counter

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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 supports and closed captioning for D/HH students 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.

G. Student Supports

1. The District and the Association recognize that the student support staff unit member positions are unique.
 - i. During Crisis Distance Learning, support staff unit members shall be responsible for their own daily schedule.
 1. Student support providers's work day shall be 240 minutes of direct and indirect daily services, inclusive of small groups, office hours, collaboration with teachers and families, and participation in IEP, SST, COST, 504 meetings.
 2. The remainder of the work day shall be flex time and preparation time.
 - ii. 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.**

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- 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.**
 - d. **Unit Members shall be trained by District personnel to use Teletherapy and other platforms prior to initiating any sessions with students.**
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 /Visually
 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.

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School 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.
 - a. 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 shall retain **all common** past practice duties that can be completed by remote means ~~and shall provide direct, virtual, short-term mental health support services to up to six students with IEPs identified as requiring such direct supports.~~
 - a. Based on their caseload in accordance with 21.10.2, psychologists ~~shall be assigned to~~ 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 4 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 and log overdue and current initial assessments, as well as any miscellaneous assessments that cannot be done remotely, onto a data log that is monitored by the Psychological Coordinator.
 - d. All formal meetings (i.e. IEPs) and interviews shall be scheduled via telephone or virtual means.

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- 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 and/or maintain a confidential working 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 ~~will~~ procure computers for School Psychologists rather than Chromebooks to allow for full online platform and software capabilities.**
 - i. **District shall ~~will~~ 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.
4. **District and unit members recognize that current guidance and research indicate tele-assessment is not a valid nor reliable means of evaluating children to determine eligibility for Special Education services but shall continue to explore ~~opportunities~~ research and trainings about tele-assessment. ~~as new data/research emerge.~~**
- a. **Psychologists shall support Case Managers ~~with parent engagement around the~~ expedition of “triennial record reviews”, ~~in accordance with district protocol, and~~ proceed with their portion of these evaluations when parents/educational rights holders consent.**

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~~

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written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.). Other duties designated in flex time shall 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. Individualized & group mental health counseling services shall be provided and 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, School Counselors 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.
 - d. The District will support School Counselors in obtaining alternative phone numbers e.g. google phone numbers
 - e. 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.
 - f. Unit members shall have access to personnel for printing and filing at PEC main office.
 - g. The District shall provide all School Counselors with technology that can access all platforms/materials.

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- h. 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: a -cohesive/uniform and HIPAA/FERPA compliant, accessibility features (e.g., CC available, high contrast for VI, etc.), interactive capabilities-whiteboard--file sharing.
- 1. 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.
- 2. The District will develop virtual training opportunities and provide ongoing support for School Counselors.
- 3. The District shall continue to provide translation support for virtual, telephonic, and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
- 4. The District shall provide sign language supports and closed captioning for D/HH students and interpreters for classroom meetings that are conducted within a platform that does not have CC enabled.
- 5. All unit members working in sites outside of the District, including private, charter, nonpublic, etc., shall have the same rights and responsibilities as all unit members.

Social Workers

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.

- 1. Social Workers within the special education department shall only be assigned to work with students eligible to receive Educationally Related Mental Health Services (ERMHS). **Social Workers within a specific special education program shall only be assigned to work with additional students.**

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2. **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.**
3. Social Workers shall provide individualized & group mental health counseling services aligned with the students' Individual Education Plan and the workday.
 - a. 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.
 - b. The District shall provide relevant agreed-upon teletherapy materials and subscriptions/licenses for teletherapy resources and behavior management incentive system and social emotional curriculum.
 - c. 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.
 - d. The district will support social workers in obtaining alternative phone numbers (e.g. google phone numbers)
 - e. Unit members shall have access to personnel for printing and filing at PEC main office.
4. Social Workers shall provide case management services and coordination of community services.
5. 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)
6. 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). All request shall be reported through the electronic reporting form (SPED Sections) and follow all procedures therein.
7. 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.
8. 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.

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9. 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.
10. 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-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.**
 - i. **The Special Education Committee will monitor caseloads monthly.**
 - ii. **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.**
 - iii. **SLPs with concerns or specific needs relative to their caseload 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., due to more individual sessions, therapy materials sent home, etc.), contingent upon IEP review and consent to be implemented within 15 days.**
 - b. SLPs shall be provided with two (2) release days per marking period to complete additional work duties and paperwork.
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**

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- 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. **Each SLP will have a \$200/year expenditure budget for the year to purchase materials or applications specific to the needs of their caseload.**
- 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 distribution ~~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.**

NURSE COUNTER #2

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.~~ **within the first six weeks of the academic school year.**

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:**

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- 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. Create health related training videos for staff, students and families~~
- f. 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 **on August 5, 2020 and to all nurses on August 6, 2020** with ratios that are in compliance with the CBA 21.9.1.
2. Nurses shall make their own daily schedule **consistent with the nurses site assignments.**
3. Nurse workload shall be evenly distributed **among**
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 nurses** ~~and postage~~
 - 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 from, 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

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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 prior to the start of Crisis Distance Learning.

H. Compensation

- ~~1. The Parties agree to discuss new Federal and State paid family and sick leave, as more information becomes available~~
2. In recognition of CDC guidance seeking to limit the spread of COVID-19 in healthcare settings, the Parties agree to flexibility around Section 11.3.4 (Physician's Note for Absences Exceeding Five Days) of the OEA-OUSD Collective Bargaining Agreement during ~~the school closure period (through the end of the school year).~~ Crisis Distance Learning.
3. During ~~the school closure period~~ any period of Crisis Distance Learning, bargaining unit members not using sick leave, shall remain in regular paid status with the ability to work remotely and shall perform duties consulting the "Continuity of Services Plan" with an emphasis on providing ongoing educational enrichment options for students through distance learning and collaboratively planning with colleagues and site leaders.
4. The District shall increase all members Life Insurance policies from \$10,000 to \$50,000 CBA 24.12.
5. STIP Subs and Adult Ed Hourly Employees will remain in paid status during school closure and shall perform duties in consultation with the "Continuity of Services Plan."
6. For day to day substitutes, the Parties agree to ~~extend~~ continue Section 3, the "Substitutes and Adult Ed Hourly Unit Member" provision of the March 17, 2020 Memorandum of Understanding ~~through May 30, 2020.~~ Starting at the beginning of the 2020-2021 school year and to be in effect throughout the duration of [this new MOU].
7. Any substitute who worked consistently in the 2019-20 school year (at least 30 days), but did not work for the February 15th, February 28th, March 15th pay periods may file an appeal. Such appeal must be made by email to Labor Relations ~~on or before May 30, 2020~~ within 3 months of the pay period in question. The District shall notify the member of the appeal decision within 5 days. Any member owed money shall be paid within 2 weeks.
8. Substitute Teachers that work for 75% or more within a school calendar month shall receive one sick day per month.

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9. Section 2 and 3 above will apply to Adult Ed Hourly employees, if the Adult Education program offerings cease during Crisis Distance Learning.

I. Evaluations

- ~~1. Summative Evaluation Conferences may be held virtually for observations completed as of March 16, 2020.~~
- ~~2. Bargaining unit members shall have the option of having the evaluation submitted or to be evaluated in 2020-21 unless referred to PAR (see below).~~
- ~~3. The District shall train site administrators to provide bargaining unit members with consultation and a list of support services available during goal setting in 2020-21.~~
- ~~4. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.~~

The Parties recognize the extraordinary challenge, and importance, of beginning a school year in Crisis Distance Learning. Unit members are encouraged to experiment and innovate in their instruction to provide differentiated instruction and meet students' needs. Both parties recognize the learning curve required in using a method of teaching and a new platform. As such, no formal observations shall be held during Crisis Distance Learning before October 1, 2020. Administrators shall provide access to resources and time for teachers to engage in professional learning to support Crisis Distance Learning.

Once in person learning resumes, the formal evaluation process shall begin within 3 weeks and comply with all applicable, future timelines outlined in the CBA.

1. Administrators shall notify unit members of their required participation in the evaluation process in accordance with Ed Code 44664(a)(1) (0-2 years)
2. Unit members shall have the option of selecting 2 out of 3 observations to be used in the formal evaluation process and shall communicate in writing to the evaluator the selected observations to be included in the formal process no later than April 1, 2021.
3. During all post conferences, the administrator shall provide unit members with coaching which identifies areas of growth, explicitly states next steps, and connects teachers with necessary resources.

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4. All unit members who have ten years or more of satisfactory evaluations shall have the option to participate in the 5 year evaluation plan outlined in *The OUSD/Evaluation Handbook*.

J. Peer Assistance and Review (“PAR”)

- ~~1. PAR referrals shall be as required by Article 25. Unit members with less than (two) 2 observations as of March 16, 2020 shall not be referred to PAR.~~
2. During the term of the MOU, RTs (Referred Teachers) shall participate collaboratively with CTs (Consulting Teachers). The support provided shall be aligned with goals outlined in the RT’s ILAP.
 - a. Support shall be provided no less than once a week.
3. The Joint Committee shall not make any exit recommendations for RTs for the duration of time that the MOU is in place.
4. RTs referred for 2020-2021 shall be considered to have their referral deferred, and shall begin the full PAR process in the first school year following the term of the MOU.

BLACK SANCTUARY DISTRICT: REPARATIONS FOR BLACK STUDENTS AND FAMILIES

Both parties acknowledge and recognize racism is prevalent in the educational system. Racism is defined as the system that embeds the myth of white supremacy into the 10 areas of human life: economics, education, entertainment, family, labor, law, politics, religion, sex, and war. Black people have endured over 500 years of racism in this country. The nationwide uprisings against racial violence have led to a significant shift in conversations and attitudes about racial inequities in America. The killings of Ahmaud Arbery, Breonna Taylor, George Floyd, Rayshard Brooks, and others have galvanized calls and increased support for dramatic changes to the legal, political, economic and educational systems.

Racism is not unique to Black people alone, as other people of color (i.e., LatinX, Latinas, Latinos and Indigenous Americans) have fallen prey to centuries of racial genocide, racist attacks, land theft, and continue to suffer racial violence as noted by the recent killings of Erik Salgado, Sean Monterrosa, Amilcar Perez-Lopez, and Andy Lopez. Racism is rooted in its proximity to Blackness. In fact, over the past 16 years, OUSD has lost nearly 20,000 Black students as result of

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anti-black racism in the educational system as well as targeted gentrification causing a mass exodus of Black people from Oakland. Therefore, Black families, communities, and students need a targeted plan to address the effects of centuries-long racist practices and racial violence.

The District and the Association acknowledge it is critically important now to engage students beyond street protesting and hashtag activism. As such, the both parties agree that it is our duty as educators to work on behalf of all of our students to dismantle the toxic structures we have inherited from racism, especially for our Black students, who have been disproportionately impacted by the historical failure to provide necessary educational resources. Therefore, it creates the need to develop a plan to explicitly include Black students in the District's Sanctuary model, as established in 2016. Thus, the District shall partner with the Association to ensure that all the components of the Sanctuary District are realized for all students and adults.

The District and the Association acknowledge the long-term harm racism has caused generations of Black families in Oakland Schools and both parties agree to commit to a resourced, community driven plan that raises the bar for how the District serves Black students and families. The District shall secure a targeted set of resources into a Black Reparations Fund; establish a long term plan for improving the District's Culture and Climate that takes into account the needs of Black students across the district and across designations of Foster Care, Homelessness, Special Education etc. and implement a set of Black Student Success practices that the district and schools would use to set goals and measure success. The District's Black Sanctuary shall include the following:

A. Black Reparations Fund

The District, in partnership with the Association, shall create a Black Reparations Fund that brings targeted resources and opportunities to establish and secure a just and equitable education for all Black students in Oakland and takes into account all of the historic and current factors impacting Black communities when making fiscal decisions that impact schools serving a majority of Black students.

- 1. The District and Association shall engage in research to identify the needs of Black students with specific focus on those who are unhoused, in foster care, and/or receiving Special Education services. The District and Association shall research the number of Black students who fall into the categories (unhoused, in foster care, and/or receiving Special Education services) and redirect LCFF funding to those resources to fund, in part, the Black Sanctuary District programs below.**

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2. The District and the Association shall simultaneously and jointly work to publicize and bring voters of Oakland an initiative for the purpose of providing funding for racial justice and finance the Black Reparations Fund.
3. The District in partnership with the Association, students, parents, and community partners (i.e. BOP) shall develop a proposal for re-allocating to schools over \$2.3 million from the Oakland School Public Department (OSPD) budget for hiring additional school-based counseling/mental/behavioral health staff, special education staff and/or restorative justice staff.
4. The District shall in collaboration with the Association ensure that schools that serve a majority Black population are not relegated to third class status, and restore the concentration funds as well as any lost staff to those schools that were taken away as a result of racist practices “Equity Index” for 2020-21.
5. The District and the Association shall simultaneously and jointly work to publicize and urge the voters of Oakland to support Proposition 16 (Reform: Proposition 209 Anti-Affirmative Action bill) for the purpose of providing targeted funding and accountability for the impact racism has on Black, Indigenous and People of Color.

B. District’s Culture and Climate

The District shall create a culture of belonging that celebrate and affirm the identities of Black students, and Black families, as well as increases the cultural competence of our students, educators, staff and their school communities:

The District shall work with the Association to create a comprehensive plan to implement:

1. Survey. The Association, in consultation with the District, shall conduct an annual survey on the level of racism in the District. The survey will be given to Black district employees, students and families to identify racist cultures, practices, and attitudes at school sites and within the District.
2. Ombudsperson. The District shall expand the duties of the Ombudsperson who shall work in partnership with the Association to handle all racial justice complaints and resolution processes with quarterly public reports to the public, the Association President, and the Superintendent.
3. Director of Racial Justice(DRJ). The District in consultation with the Association shall hire a mutually agreed upon DRJ (unit member) to oversee the dismantling of racism in the District and the hiring and training of all Coordinators. The DRJ will review all teachers, staff, parents/guardians and students’ complaints about racism at school sites (i.e. all CDCs,

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and PK-12) and forward them to the District’s Ombudsperson. The DRJ will report directly to the District’s Ombudsperson.

4. **Racial Justice Coordinator (RJC). The District shall consult with the Association to hire three mutually agreed upon RJC’s (unit members) per network to work at designated school sites to address teacher staff, parents/guardians, and students’ complaints about racism at school sites. The RJC’s shall report directly to the DRJ.**
5. **Professional Development. Co-create or select a mutually agreed upon facilitator to provide ongoing training that will focus on the dismantling of racist practices, and their continued perpetuation, and reinforcement. The District shall provide training about racism during the first two weeks of Phase 1 - Unit Member Orientation for all District personnel to address the racist assault on Black students, families, and staff.**
6. **Dismantling Racism Curriculum. The District, in collaboration with the Association, shall establish a joint committee to develop a Dismantling Racism Curriculum directed to students and parents that will focus on the dismantling of racist practices, and their continued perpetuation, and reinforcement of racism and racial violence against Black communities. The committee shall convene within 10 days of the execution of this agreement and shall proceed beyond the duration of this MOU.**
7. **Ethnic Studies. The District and the Association shall form a joint committee for the purpose of creating a comprehensive plan to implement and integrate Ethnic Studies in the content areas; and provide support for educators, and allocate resources to implement on-going professional development in holistically inclusive and affirming ethnic studies programs (i.e., pre-colonization and the tri-continental enslavement holocaust), that will focus on non-European advanced ancient civilizations. The Ethnic Studies curriculum shall be counted as a part of the instructional minutes for curricular areas such as Social Studies, History, Language Arts, Math, Science and the Arts etc. The District and the Association shall further engage and adopt a mutually agreed upon timeline for implementation, and joint decision making process in consultation with community partners.**
 - a. **The committee shall be composed of a minimum of five members appointed by the Association, three administrators appointed by the Superintendent five classified employees within the District. The committee shall consist of a significant number of Black participants. The District shall recommit to funding for this Ethnic Studies group and provide peer mentorship, with a particular focus on early childhood and elementary education. The committee shall convene within 10 days of the execution of this agreement and shall proceed beyond the duration of this MOU.**

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- b. The District shall audit the availability of language, music and art instruction in schools across Oakland and create and implement a funding legislative plan (i.e. bond measures) to ensure access to music and art for ALL students.

8. Racist Disciplinary Practices. The District shall eliminate racist disciplinary practices targeting Black children and the disproportional expulsions and suspensions of Black students.

1. The District shall establish a Community Disciplinary Review Board (CDRB). The CDRB shall consist of five members (i.e., parent/guardian, OEA site rep, school administrator, teacher, and counselor). The CDRB will be established at each school to review and approve or deny all cases before students are suspended or recommended for expulsion.
2. The District shall implement a new training curriculum for peacekeepers/school climate specialists to support their new practices, culturally responsive de-escalation, working with students with disabilities, mental health professionals, emphasizing training in restorative justice and trauma-informed first aid.
 - a. Increase collaboration between peacekeepers/school climate specialists and special education, behavioral health and mental health staff; Fully integrate peacekeepers/school climate specialists into the Coordination of Services Teams
 - b. The District shall hire a restorative justice coordinator at every school site to invest in restorative justice and other alternatives to suspension.
 - c. The District shall consult with the Association to mutually agree upon providing ongoing trainings by mental health and special education experts to Restorative Justice Coordinators, PeaceKeepers, School Climate Specialist, Administrators, Staff, in restorative practices with an understanding of disabilities and the impact the disabilities have on students behaviors, communications, emotions, and comprehension.

9. African Rites of Passage Program. The District and the association in partnership with the community shall expand culturally rooted, healing-centered “rites of passage” programs to all school aged students and scale a range of culturally-rooted healing practices and trauma informed approaches across all schools in the District. The District shall initiate a mapping of community partners to collaborate with in these areas.

10. Black Cultural Festival. The District shall allocate funds for an annual Black Cultural Festival. The Black Cultural Festival will be organized by RJC's and Black students across

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the District. The event will consist of poetry, dance, ethnically diverse food, panel discussions, etc., that are focused on bringing communities of all races together.

11. Moratorium on School Closures/Co-locations. The District shall put a halt to school closures and co-locations that harm Black students. The District shall create and invest in a new cohort of ‘historically Black’ schools such as Brookfield, Carl Munck, Parker, Burkhauler, Prescott, MPA lower and McClymonds by:

- 1. Identifying schools that have populations of Black students 30% or more.**
- 2. Overturning any plan to close or co-locate schools, especially schools that educate a significant number of Black students.**
- 3. Returning concentration grants funds to these sites.**

12. Black Family Engagement:

Recognizing that family partnerships are the backbone to students success, the District shall provide necessary resources and work with the Association’s appointed members to create a plan to actively engage with community partners to recruit, support, and train Black parents to engage in leadership roles at school sites and District wide. These roles shall include but are not limited to stack SSC members, DLAC, and PSAC.

- 1. The District shall provide all Black families with advocates when holding IEP meetings and when referring Black students for special education services.**
- 2. The District will partner with the Association and the Community Advisory Committee to identify community partners to support this work (CASE, Family-to-Family advocate training, Disability Rights Education Defense Fund, etc.)**
- 3. The District will provide ongoing training for families on their rights, the IEP process, obtaining resources, etc.**
- 4. The District shall provide stipends for Black parent leaders.**

13. Recruit and retain Black educators:

Both parties recognize the need for students to have high quality educators who reflect their ethnic and cultural background. Understanding that Oakland has adopted and maintained racist policies, designed to keep Black teachers out, we acknowledge the need to re-create structures that target the recruitment and retention of teachers, specifically Black educators. As such, the District shall:

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1. **Work with the Association to engage credentialing programs, Alameda County of Education and other legislators to develop policies and secure funding for Black educators to:**
 - a. **Pay for exams**
 - b. **Provide free test prep with weekly one on one support provided by a well trained peer or coach.**
 - c. **Pay for credentialing programs; including Elementary, School Psychologists, etc.**
 - i. **Priority given to Black District employees seeking to acquire teaching credentials (including ECE instructors), CTE credentials or related service credentials (SPED and nurses).**
 - ii. **Expanding the residency school for teachers but also address pathways into support services (SLPs/Psychs/OT)**
 - iii. **The District shall create opportunities for educators of color to pursue leadership roles within the district, such as leading PD, Instructional coaches, etc.**
 - d. **Receive mentoring and support from Black Educators in the District. The District shall work with the Association to co-create a coaching and mentorship program that provides Black teachers in the District an opportunity for paid leadership opportunities and fosters on-going relationships.**
 - i. **Increase the number of black TSAs and instructional coaches.**
2. **The District shall agree to bargain tenure for CTE teachers and due process for teacher substitutes.**
3. **The District shall work in collaboration with the Association to develop a group of Black administrators, representing all grade levels and content areas (preK-12, ELA, special education, math, science, social sciences, VAPA, CTE, etc.) to conduct grade level, and content specific teacher evaluations, that are culturally responsive.**
4. **The District shall address the disproportionate over-discipline of Black educators by tracking discipline data, provide data to the Association, and counsel, coach and/or discipline administrators who continually target Black educators.**
5. **The District and the Association shall conduct an annual evaluation of all principals and network superintendents to address culture and climate at schools sites and within district regions. Administrators will be evaluated by the membership to highlight administrators with best practices and provide an intervention plan for administrators who are reported to create hostile working environments, who target**

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members by race, who intimidate, degrade, humiliate, undermine or otherwise bully unit members. The Association and the district will jointly agree on the intervention plan for the administrator and/or network superintendent with a goal to improve the culture and climate within the district region or school site.

6. The District and the Association shall track all proposed non re-elects by race to ensure Black educators are not disproportionately terminated.

C. Black Student Success

The District, in collaboration with the Association, shall adopt a community informed set of indicators that establish the needs of Black Students. The indicators shall be based on research-based best practices that can accelerate learning, eliminate disproportionality in disciplinary practices, and address the socio-emotional needs of Black students and their families.

1. Black Students preparation for College, Career and Civic Leadership:

Recognizing that many Black students often do not have access to resources that will prepare them for College, Career, and Civic Leadership, the District shall work with the Association to create a plan for Black Students to access counselors to navigate A through G requirements, applications for colleges, and other post high school career opportunities. The District shall work with the Association, community partners, and businesses to create and maintain paid internship opportunities. The District shall further promote and support Black students in preparation for, acceptance to Historically Black Colleges and Universities, since they were established to counteract the racism Black students face in education.

2. Special Education: The District shall provide increased funding to support the provision of Secondary Transition Supports and Services to provide Transition Skills training and appropriate paid work experiences to all eligible middle and high school students with disabilities (Workability). Priority will be given to Black students with disabilities.

3. Increase the literacy rates of Black students:

Acknowledging the District's failure to strategically focus on English language acquisition and development, and academic language for Black students, and recognizing the need to address that only 18.57% of the District's Black Students are reading at grade level, the District shall:

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1. Work with the Association to create a comprehensive plan to provide support for educators, allocate resources to implement on-going professional development in a jointly agreed upon and co-constructed literacy training, engage in research to identify culturally relevant literacy programs, adopt a mutually agreed upon timeline for adoption, and joint decision making process in consultation with community partners.
 - a. The District shall provide data that indicates District educators who are successful with Black students.
 - b. The Association shall identify Black educators and institutions (African centered schools) who have demonstrated best practices for educating Black children, inside and outside of the District, study and learn from them, and implement those strategies (humanity affirming, culturally relevant discipline being paramount). The District shall further acknowledge that such educators and schools have literacy rates for Black students far higher than the district, and that adopting their best practices will be beneficial to us. As such, the District shall provide compensation in the form of a stipend to mutually agreed upon educators and schools, and the Association shall appoint persons to study such educators and schools to learn best practices for educating Black children.
 - c. The District and the Association shall mutually agree upon a time frame for such study, and the development and implementation of suggested best practices, that shall begin to be implemented no later than the 2021-2022 school year.
4. Work with the Association to create a comprehensive plan to recruit and provide Black families access to pre-K early education including but not limited to, resources and services that support early family engagement.
5. Special Education
 - a. The District shall in collaboration with the Association ensure “Tier 1” research based interventions for reading and math.
 - b. The District in collaboration with the Association shall provide ongoing training and support for literacy development for teachers in special education. This shall include but not limited to ongoing training in programs like Spire and other multimodal and multisensory reading development.
 - c. The District shall in collaboration with the Association ensure access across sites to effective, targeted literacy interventions for any/all students demonstrating a need, both before and after referral to special education.

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- d. **The District shall continue to fund and offer high quality professional learning opportunities related to literacy instruction for general education and special education teachers across all grades -- Pk-12.**
- e. **The District shall in collaboration with the Association improve Special Education ratios at schools with 30% or above for Black students. 15:1 ratio for RSP, 10:1 ratio for MM SDC, 8:1 for counseling enriched SDC and Moderate-Severe SDC.**
- f. **Special Education Teachers who teach a high number of Black students, as well as new teachers, and teachers interested in learning best practices for teaching Black children shall have additional training opportunities. (See section B6 above).**

Disproportionality of Referrals to Special Education

The District and Association recognizes the over referrals of Black students to Special Education and shall:

- a. **In collaboration with the Special Education Committee, develop a social emotional learning curriculum and provide training to decrease inappropriate special education referrals, especially of Black students, into Special Education.**
- b. **Provide training for General Education teachers on responding to the social emotional needs of Black Students in order to decrease reliance on ineffective and reactive strategies like suspension and Police intervention.**
- c. **Provide all Black families with advocates when holding IEP meetings and when referring Black students for special education services.**
- d. **Work with community partners such as Head Start/Early Head Start, Regional Center, PIP (Parent Infant Program), to offer 0-3 early intervention to help reduce special education referrals.**
- e. **Fund early Intervention for the following:**
 - i. **Multi-Tiered Systems of Support (MTSS)**
 - **SST (Student Success Team)/COST (Coordination of Services Team) process, protocol, and training**
 - **Timely response to SST/Cost referrals**
 - **Training of SST/COST teams to review the referral process (when to refer) and cultural competency within the referral process.**
 - **Research-based academic interventions- (RTI) Response To Intervention**
 - **Support for follow through in the classroom for academic and behavioral interventions, in order to implement with fidelity and data collection**

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- **Support for special education teachers from the Special Education Department in how to respond to requests for special education testing, including best practices for writing a Prior Written Notice when the District does not agree to honor a parent’s request for testing or services**

- f. **Each Semester, the District will provide on-going statistics and reports regarding the state of special education for Black students to the Special Education and Student Services Committee and the CAC (Community Advisory Committee). This will include but not be limited to:**
 - i. **The percentage of special education referrals for Black students**
 - ii. **The percentage of Black students in Special Day Classes**
 - iii. **The percentage of Black students served by a Special education program without a permanent teacher.**
 - iv. **The amount of paraprofessional support the students receive as**
 - v. **Which programs have teacher and paraprofessional vacancies.**
 - vi. **Referrals of Black students by site**
 - **Provide intensive resources and training for high-referral sites in collaboration with the Association.**
 - **Create articulated plan for decreasing the percentage of Black students in our Mild/Moderate programs and Mental Health Special Day classes that is co-developed with administrators, families, educators, community, the Special Education and Student Services Committee, and the Special Education Department, acknowledging that all decisions for individual students are made at IEP meetings, not by a planning committee.**

- g. **Honoring the OEA contract for School Psychologists ratios. This will allow for our school psychologists to play vital roles in restorative justice practices, PBIS, risk assessments, and social emotional learning curriculum as needed.**

Support Black students in Alternative Education classes, programs and schools:

Both parties understand the need to provide additional support for Black students in these programs. The District shall work with community partners, the City of Oakland, and the Association, to create and maintain a hub that supports credit recovery, post-secondary preparation, job training, job acquisition, social emotional learning and provides wrap-around services for youth and their families.

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1. **The District in collaboration with the Association shall audit the availability of college credit, AP courses, career and technical education, Academies, Pathways, Internships and Ethnic Studies courses at all District high schools, determine who is accessing them, and immediately begin the process of enrolling Black students into such courses.**
2. **The District in collaboration with the Association shall create and implement a legislative and funding plan to ensure access to rigorous, desired courses for all students.**

L. Sick Leave

The District shall adopt a sick leave policy that encourages sick staff members to stay at home without fear of job loss, or other consequences while protecting their privacy.

1. In order to encourage ill, or potentially ill, unit members to remain home (e.g. those who do not pass the self-screening assessment but who do not necessarily have COVID-19), The District shall provide all unit members, including STIP substitutes, up to an additional 5 paid leave days in 2020-21, to be pro-rated for the amount of the school year actually spent in in-person instruction. These leave days may not be used for Personal Leave or other uses, and unused days expire on June 30, 2021.
 2. Subs shall have the option of donating unused sick leave to the OEA Catastrophic Leave Bank. Subs shall notify Talent by May 15, 2021.
-
1. In recognition of CDC guidance seeking to limit the spread of COVID-19 in healthcare settings, the Parties agree to flexibility around Section 11.3.4 (Physician’s Note for Absences Exceeding Five Days) of the OEA-OUSD Collective Bargaining Agreement during the period where we are experiencing repercussions from the COVID-19 Pandemic ~~school closure period (through the end of the school year).~~
 2. During the school closure period, bargaining unit members not using sick leave, shall remain in regular paid status with the ability to work remotely and shall perform duties consulting the “Continuity of Services Plan” with an emphasis on providing ongoing educational enrichment options for students through distance learning and collaboratively planning with colleagues and site leaders.

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3. All members who are asymptomatic and are quarantined due to a COVID exposure will be provided alternative work in lieu of their normal OEA members duties, and will remain in active status and will not be docked their sick or personal leave.¹
 - a. Offer options (e.g. telework, for virtual learning opportunities) for staff.
4. Member sick leave shall include (the CARES ACT)Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined or because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor²
5. CFRA/FMLA - The District shall enact CFRA/FMLA after CFRA is exhausted for all members who are sick on a COVID-19 related sick leave. Under the new emergency FMLA requirements, eligible employees are entitled to up to 12 weeks of leave. The first 10 days may be unpaid (employees can use new PSL during this time), and the remaining time is to be paid a rate of no less than two-thirds of their regular rate of pay for the hours normally scheduled. Paid leave under emergency FMLA is capped at \$200 per day and \$10,000 in total per individual. Employees may take emergency FMLA leave for only one reason, to care for their child if the child's school or place of care has been closed, or the child-care provider is unavailable due to COVID-19 precautions.
6. Members who are new or have exhausted their personal leave and have contracted illness shall have access to the catastrophic leave bank.
7. Stip: Stip subs shall be covered by sick leave at the FTE rate at which they are employed.
8. Substitutes: shall be covered by sick leave at the per diem sub rate.
9. The district shall maintain CALSTRS contributions during any leave due to a covid documented leave.
10. The District shall develop and negotiate sick leave policies with other partner unions that encourage sick staff members to stay home without fear of loss of pay, fear of job loss or other consequences.

M. Oakland Educator Wellness Day

¹ <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>

² <https://www.dol.gov/agencies/whd/pandemic/ffra-employee-paid-leave>

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1. The Parties acknowledge that the COVID-19 pandemic marks an unprecedented time in world history. Oakland’s Educators and school communities continue to feel the impact of the Shelter in Place orders from local and state governments and are grappling with the abrupt need to adjust to a new reality of life in a time of quarantine which can for many mean isolation.
2. Recognizing that the shift to distance learning and working remotely creates a set of challenges and in some cases stressors, as well as a shift in work-life balance, the Parties seek to be proactive in supporting the social and emotional well being of unit members.
3. To support the social and emotional well being of unit members, May 8-10, 2020 shall be declared Educator Wellness Day.
4. Educator Wellness day shall be a duty free day for all unit members.
5. The District shall notify all families, administrators and other District employees using its standard channels of communication of the duty free day, and inform that emails, text, phone calls and other means of communication with educators be withheld.
6. 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.
7. Educator’s are encouraged to utilize the Employee Assistance Program to support mental health and well being.
8. “Educator” means all permanent unit members and substitute unit members assigned pursuant to Section H, Compensation, above.

All components of the current Collective Bargaining Agreement between the Association and 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 any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year. Impacts to unit members of any State and Federal guidelines adopted and applied to our District that conflict with this MOU shall be negotiated.

This MOU entered into by the Parties on the 5th day of April 2020, shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

For the Association

For the District

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For the Association

For the District

For the Association

Appendix:

VAPA (Visual and Performing Arts) safety, cleaning, and PPE (in person/hybrid)

The district shall refer to the most recent nationally accredited research on safety in teaching Visual and Performing Arts subjects when making decisions about VAPA classes, and such information must be disseminated to site admin and teachers. VAPA teachers and students are covered by the 2020-2021 Reopening OUSD/OEA MOU. 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~~ VAPA Teachers and Coordinator of Visual and Performing Arts committee to provide guidance in the following areas:

1. Visual Arts classes in OUSD are varied and require many different types of materials. Students shall be given the necessary specialized visual arts materials to continue their learning in a distance learning setting. Schools shall provide basic supply kits and bags for students to keep at home.
2. Performing arts programs in OUSD are varied and include dance, theatre and theatre arts. Kits shall be provided to all VAPA students and might look like individual scripts, yoga mats or therabands.
 - a. Online materials

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Student supply kits: This list is not an exhaustive list of supplies that may be needed. Admin must discuss each class on an individual basis with the teacher prior to the start of the year to allow for enough time to plan, order and distribute materials to students by the start of the course. In the past, the arts have often been a low priority for administrators when ordering supplies. Arts teachers often have to wait past the start of the school year to order and receive supplies. In the age of covid-19, it is imperative for equity for ALL students to receive ALL materials needed for their learning within the first two days of Crisis Distance Learning Instruction.

- i. Sample Elementary School art kit: pencils, eraser, crayons, markers, scissors, glue stick, watercolors with brushes, drawing paper, construction paper
 - ii. 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
 - iii. Sample Middle and High School specialized art kits: Ceramics- air dry clay, clay working tools; Painting- acrylic paint, brushes, palettes.
3. Where possible, instead of purchasing individual music, textbooks and scripts for each student, the district shall purchase digital licenses. Teachers shall not be expected to break copyright laws in order to provide individual materials to students. ~~Compliance with copyright rules in providing individual materials to students.~~
 4. Music programs in OUSD are varied and require individual instruments and maintenance supplies for each student. All students shall be provided individual instruments. For general music classes, this could include ukuleles, pitched and unpitched percussion and recorders. ~~Providing individual student instrument and instrument accessories where appropriate.~~
 5. Admin 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 distribute materials to students by the second day of Crisis Distance Learning instruction ~~by the tenth day of instruction.~~
 6. For instrumental ensembles, each student shall be assigned their own instrument and no students shall be required to share materials such as rosin, valve oil etc.

Physical Education:

The District in collaboration with Physical Education educators shall determine how to best implement the guidelines outlined in Shape America or any other agreed upon resources.

https://www.shapeamerica.org/advocacy/Reentry/K-12_School_Re-entry_Considerations.aspx

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OAKLAND EDUCATION ASSOCIATION
distance learning DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

Librarians

- Librarians shall continue Library Services online so students, teachers, and families will have continuity and access to quality resources.
- The District shall consult with Library Staff before selecting and purchasing literacy platforms and digital resources including audiobooks and eBooks.
- The District shall allocate \$200,000 in funds to strengthen remote library services, address learning loss, anti-racist learning, and support student literacy via ebook/audiobook and online resource purchases with District-wide access administered and curated by teacher librarians and other professional library staff.