

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAK GROVE SCHOOL DISTRICT
&
OAK GROVE EDUCATORS ASSOCIATION**

Proposed Hybrid Learning Instructional Model 2020-2021 School Year

March 31, 2021

[This MOU addresses only the distance learning to occur during “Phases 1 and 2” of the District’s schools opening while the District schools are operating under federal, state, and county guidelines in response to COVID-19. Prior to moving to “Phase 2” and any learning model that includes students being physically present at school for a portion of the school week, the Parties will review this MOU to determine if additional provisions are necessary to reflect the hybrid learning model for elementary and the continued distance learning model for intermediate students.]

This Memorandum of Understanding (MOU) is between the Oak Grove School District (District) and the Oak Grove Educators Association (OGEA), collectively “the Parties,” regarding the instructional programs that shall be implemented related to opening District schools for the 2020-2021 school year.

During the 2019-2020 school year, the Parties recognized a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provided information regarding the mitigation measures needed to open schools, the Parties recognize that there are negotiable effects of the plan to physically open District schools for the 2020-2021 school year.

For purposes of this Agreement, the Parties recognize that learning models used in the District for the 2020-2021 school year could take a number of forms ranging from a full distance learning model to hybrid learning that includes students attending schools both in person and also virtually using distance learning dependent upon the health and safety orders issued by local and state officials, in this MOU.

A. Distance Learning Defined

As defined by the California Department of Education, “distance learning” means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and checkin time with their teacher. Distance learning may include video or audio instruction in

which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or

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communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.

B. Hybrid Learning Defined

As defined by Assembly Bill No. 86, Chapter 10, 32091, (D). Hybrid Learning is when pupils are participating in a mix of in-person and distance learning, known as hybrid learning, by school site. For students electing to participate, this learning model involves a combination of in-person instruction for two days per week, one day of a live check-in and assigned asynchronous work, and two days of distance learning. Per SB98, there would also have to be a component of a daily live check-in opportunity for students.

Hybrid learning will follow the current instructional minutes' requirement for this school year under SB98. It is likely that the legislation allowing for reduced instructional minutes for this school year will revert to the regular school minute requirements pre-pandemic for the next school year. This year, our hybrid model follows the same half-day schedule whether you select in-person or distance learning. Teachers will teach those in person and those in distance learning simultaneously using their district-provided laptop.

Class size will be determined by the social distancing requirements in the classrooms and how many families elect to return. Under the hybrid model, the number of students electing to return would be split into two groups: one group coming in person on Mondays and Tuesdays (Group A) and the second group coming in person on Thursdays and Fridays (Group B). Students not electing to return will be on distance learning the entire time. Groups will be decided once intent to return forms are complete and the total number of students returning to campus has been determined.

The District will make every attempt to schedule families and caregivers on the same A/B schedule.

1. Curriculum Content

- a. During distance and hybrid learning, classroom teachers shall emphasize the essential standards and plan for modifications to ensure the best instruction for students. Unit members shall develop innovative activities to support teaching modalities that meet student needs.
 - i. Classroom teachers continue to be responsible for lesson designing/planning that includes the following components:
 - Learning target/objective

- Direct instruction
 - Student practice
 - Demonstration of student learning
 - Use of formative assessment and student feedback
- ii. In planning and delivering direct instruction, unit members shall utilize District Board-approved curriculum and ensure alignment to the State standards. Teachers may continue to supplement the Board-approved curriculum.
- b. Consistent with Education Code section 43503(b), distance and hybrid learning shall include all of the following:
- (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
 - (2) Content aligned to grade-level standards provided at a level of quality and intellectual challenge substantially equivalent to inperson instruction.
 - (3) Academic and other supports designed to address the needs of pupils who are not performing at grade level or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - (4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance or hybrid learning environment.
 - (5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
 - (6) Daily synchronous interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication or by other means permissible under public health orders. If daily synchronous interaction is not feasible as part of regular instruction, the governing board or body of the

local educational agency shall develop, with parent and stakeholder input, an alternative plan for frequent synchronous interaction that provides a comparable level of service and school connectedness. [Negotiations note—If daily synchronous interaction is not feasible as part of regular instruction, the District, not OGEA unit members, is responsible for developing an alternative plan for frequent live interaction.]

- c. Instructional minutes will be provided for students on both distance learning and hybrid learning based on the minimum required minutes as stated in SB 98. The instructional minutes shall be as follows: Grades TK/K 180 minutes, Grades 1-3: 230 minutes, Grades 4-8: 240 minutes.

In-person and distance learning students will receive an equal amount of live synchronous instruction and asynchronous instruction.

SDC Preschool will be 90 minutes as per the previous MOU.

- d. Instructional Model

The parties will transition to Phase 2, implementing a Hybrid Learning Instructional Model for the remainder of the 2020-2021 school year in which there will be an in-person learning option and a distance-learning option for students.

Staff will return three work days before each grade span returns. Thus, teachers will return on the following dates:

April 21 Grade SDC Preschool, TK, K,1 teachers and other nonclassroom based educators including TOSAs, Nurses, service providers and itinerant teachers

April 28 Grade 2 and 3 teachers

May 5 Grade 4, 5, 6, 7, 8 teachers

The first day (Wednesday) will be a full distance learning day for students and teachers will engage in unit member directed collaborative time on this day. There will be no professional development scheduled on this Wednesday, but a 1 hour virtual staff meeting may be held. The second and third days (Thursday-Friday) will be full distance learning days where teachers will do a brief check-in with their students at the beginning of the school day and make themselves available to support student asynchronous learning on these days. The remainder of these days will be used by unit members for their own planning and preparation and to receive any support necessary to be prepared for the return of students. The afternoon of the April 2, 2021 AB day will be used for teacher preparation and planning.

Beginning April 26, 2021, TK-1 students whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.

Beginning May 3, 2021, students in grades 2-3 whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.

Beginning May 10, 2021, students in grades 4-6 & 8 whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.

Administrators shall communicate with staff about school site specific reopening plans at least 1 week prior to the start of in-person instruction.

TOSAs, Nurses, Service providers (such as School Psychologists and School Counselors) and itinerant teachers will return to in-person work three days prior to the first grade span of students returning. Students in combination classes will return with students at their grade level.

The instructional schedule shall be consistent with the attached Student Instructional Schedules with adjustments made as needed through the meet and confer process. (See Attached Schedules)

OGEA unit members will receive a one-time stipend in the amount of \$500 per full time unit member (prorated for part time unit members) for purposes of purchasing supplies and materials to support in person instruction.

School sites shall provide instruction to ensure continuity of learning for students remaining online and those choosing to attend onsite instruction.

The split for hybrid classes shall be reasonably balanced in number, not to exceed social distancing requirements.

While in the Hybrid Learning Model, unit members will be expected to continue to comply with the requirements of Senate Bill 98.

Unit members may work remotely on asynchronous Wednesdays.

Unit members at our 3 intermediate sites may be allowed to substitute for an absent employee during the unit member's preparation period consistent with the CBA, but at a rate of \$80 per period.

Wednesday schedule (same as Phase 1)

1-hour staff meeting

1-hour professional development (1x/month is site-directed) *Remaining part of the day:*

- preparation/planning
- tiered re-engagement strategies/parent outreach
- small group/individual academic supports

Live interaction/check-in with students & students engage in asynchronous learning according to the details of the Phase 2 MOU.

These instructional minutes shall include instruction and student support, including scheduled synchronous (as set forth above) and asynchronous instruction to students, available through either a distance or hybrid instructional model. In providing instruction to students, unit members shall ensure that they provide synchronous instruction.

For all students, regardless of the instructional model, on Wednesdays, unit members shall schedule a daily live interaction with their students sometime between 8:00 a.m. and 10 a.m. that includes attendance, check-in, and explanation of asynchronous work for the day. The remainder of the time shall be used for preparation, planning, and scheduled meetings and/or professional development set forth in sections 3 and 4 below and on the attached schedule.

Instructional schedule

Unit members shall submit their proposed daily hybrid instructional schedule to their site administrator. If the schedule changes, the unit member shall resubmit their schedule to their administrator.

Synchronous instruction is inclusive of whole-class instruction, small group instruction, and intervention.

Teachers have the flexibility to determine which is the best method for instructing those students who are receiving instruction in the classroom and at home during the school day (between the hours of 8 a.m. and 12:30 p.m.), as long as the student content is equivalent. For example, a teacher may choose to teach simultaneously to students that are at home and in the classroom using the simulcast model, or the teacher may choose to teach synchronously to the group in person while the students at home are doing asynchronous activities, and then switch. Students on distance learning and those in-person shall have access to the same content.

Unless there are special circumstances, all efforts will be made to keep the student schedule consistent with the same period and teacher.

The instructional minutes shall be exclusive of preparation, planning, professional duties, collaboration, staff meetings, parent outreach, and professional development.

The time the unit member is not engaged in instruction, staff meetings, or professional development as outlined in this agreement shall be unit member-directed time to be used for small group interventions, parent outreach, and grade level or department level collaboration and planning. All meetings shall remain virtual for the 2020-2021 school year. This is inclusive of, but not limited to, staff, professional development, special education, grade level, department, evaluation, discipline, adjunct duty, SST, 504, and IEP meetings.

Open House shall be canceled for the 2020-2021 school year.

- e. Unit members shall be responsible for certifying instructional time based on the time value of assignments as determined by the employee using a form and/or process for certification previously agreed upon by the District and OGEA.
- f. Unit members shall utilize Google Classroom as their primary learning management system to monitor engagement, work completion, and participation. Unit members may also use virtual tools (for example, Seesaw, Edmodo, YouTube, Clever Teacher pages, etc.), and other instructional and communication platforms currently used by teachers are also acceptable, with prior approval of their site administrators. The District will provide licensing for Screencastify and Nearpod. The District shall offer training modules on its standard instructional and communication platforms (Google Classroom, Google Meet, Google Slides, Parent Square, Screencastify, and Nearpod.) The District may not be able to provide additional technical or professional support for alternative platforms.
- g. Students, regardless of the instructional model chosen, will receive instruction in the morning, between the hours of 8:00 am and 12:30 p.m. Students electing for hybrid instruction will come in-person two days a week (M-T or Th-F). When students electing for hybrid instruction do not come to school in-person, they will receive the same synchronous instruction but at home--similar to their peers who have elected to stay in distance learning. Lunch will be offered as a “grab and go,” and students will be directed to leave campus to eat their lunch and participate in assigned asynchronous or available small group learning for the remainder of the day.

Students will be allotted restroom and snack breaks, exclusive of the instructional time. Principals will ensure these breaks are staggered and that classes can share the outdoor space in a safe manner (sociallydistanced).
- h. For students at intermediate school sites, regardless of the instructional model chosen, there will be three 80-minute periods Monday, Tuesday, Thursday, and Friday. Students at intermediate school sites will attend three sections/periods on each of these days. Students electing for hybrid instruction will move between classes in a 15 minute passing period when they are physically on sites. A clear, one-way flow of traffic will be communicated to students to maintain social distancing. Similar to elementary school sites, lunch will be offered as a “grab and go,” and students will be directed to leave campus to eat their lunch. Students can participate in offered and available tutorial opportunities and teacher office hours for the remainder of the day.

Unless there are special circumstances, all efforts will be made to keep the student schedule consistent with the same period and teacher.

- i. Counselors will provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance, as well as college/career questions. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law and as appropriate given the student's needs.
- j. TOSAs will provide support to classroom teachers and students virtually from their assigned District site. TOSAs assigned to more than one District site shall work with their administrators to determine which site to work at on each day. If possible, unit members shall follow the AA/BB schedule for multiple sites. If an in-person interaction must occur, social distancing guidelines must be followed.
- k. In order to maintain stable groupings, unit members shall not be asked to split classes or take extra students in the event of an absence.
- l. Unit members will be allotted breaks during student break times consistent with past practice and health and safety requirements.

2. Assessing Student Learning to Ensure Robust Distance Learning and Mitigate Learning Loss

To implement a meaningful and consistent assessment process to address student learning loss, the Parties agree to the following:

- a. Unit members shall administer District- required assessments.
- b. Unit members shall administer interventions for students as necessary, and such interventions may include scaffolding for specific task assignments, pre-highlighted texts, more frequent feedback or check-ins, time management supports, or maintaining a daily written agenda.
- c. Unit members will continue to use formative and progress monitoring assessments throughout their lessons and provide actionable information about the student's learning status relative to the desired lesson goal. Certificated staff will continue to use data from assessments to adjust their instruction and ensure student progress towards learning goals.
- d. Unit members shall clearly establish learning goals and will explicitly communicate such goals to students.

3. Collaboration for Student Outcomes

- a. Consistent with the CBA and past practice, unit members shall collaborate while engaged in the distance learning or hybrid plan. It is expected any collaboration meetings will be conducted via electronic platforms or in a manner consistent with the then-current directives and our guidance from city, county, or state officials.
- b. Consistent with the attached schedule, directors, principals, or designees shall schedule not more than one hour a week for virtual staff meetings for purposes of including, but not limited to, facilitating and implementing hybrid and distance learning.
- c. For the 2020-2021 school year, the provisions of 14.6.1.2 related to teachers' preparation time in grades 4 to 6 will be suspended because additional preparation time is provided for unit members.

4. Professional Development to Enhance Instruction

- a. Consistent with the attached schedule, all unit members shall participate in professional development, including one hour of site-directed professional development and three hours monthly of professional development selected and self-paced by the unit member. In the event of a shortened month, the hours of the unit member selected and self-paced professional development will be reduced for that month.
- b. The District will develop a resource page that includes links for unit members to access for additional self-selected professional development when non-site-directed professional development is scheduled. Unit members may also seek outside professional development opportunities (such as those offered by NEA, CTA, CDE, SCCOE, etc.) Any cost for such professional development will need to be approved by a supervisor.
- c. During the pre-service days and throughout the school year, the District will offer professional development on delivering instruction in a distance learning and hybrid learning environment.

5. Ensuring the Social Emotional Learning of our Students

- a. As students are adapting to the new instructional models, including both in-class instruction, hybrid instruction, and distance learning, unit members shall continue to address the social and emotional well-being by:
 - i. Utilizing District provided professional development.

- ii. Utilizing the District’s social and emotional learning curriculum and resources to do a daily mental health/socio-emotional warmup/check-in to start and end the day.
- iii. Provide students with non-academic-focused check-ins and present updated PBIS lessons for students in person and at home.
- iv. Address that wearing masks may alter a student’s understanding of how others feel and implement lessons on alternative ways to communicate feelings.
- v. Communicate with students positively about the need for physical distancing in the classroom and completely enforce good practices.

6. Special Education: Serving Students with Disabilities During Hybrid and Distance Learning

- a. In addition to the other requirements outlined throughout this agreement, the Parties agree to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act and shall do the following:
 - i. Instructional minutes will be provided for students on both distance learning and hybrid learning based on the minimum required minutes as stated in SB 98.
- b. **TK-6 RSP**

Provide virtual learning synchronous services as documented on the IEP Services Offer of FAPE page in relation to the percentage of time a student is supposed to be in general education.

- c. **8th-grade Specialized Academic Instruction (SAI)**

8th grade: Monday, Tuesday Group A in-person, Thursday, Friday Group B in-person

Co-taught 8th grade: As long as the number of students in the general education class stays below 14, the SAI teacher can continue co-teaching with the general ed teacher.

- d. **Categorical SDC (ED, AUT, SH)(Only 1 group is needed due to smaller class size ratio)**

The SDC-Categorical instructional school day shall have flexibility with regards to delivery of distance learning and in-person instruction occurring within the work day.

- i. SDC-Categorical teachers may teach concurrently or provide synchronous instruction for distance learning students and inperson

- students separately. The amount of synchronous instruction shall be the same for both.
- ii. SDC-Categorical Teachers, due to a smaller class size, may schedule in-person students for 2 days per week while the remaining 3 days may be distance learning.
- e. The SDC Elementary non-Categorical instructional school day shall have flexibility with regards to delivery of distance learning and in-person instruction occurring within the work day.
- i. SDC-non-Categorical elementary teachers may teach concurrently or provide synchronous instruction for distance learning students and in-person students separately. The amount of synchronous instruction shall be the same for both.
 - ii. SDC-non-Categorical elementary teachers, due to a smaller class size, may schedule in-person students for 2 days per week while the remaining 3 days may be distance learning.
- f. SDC non-Categorical at the intermediate schools shall follow the intermediate school general education schedule (AA/BB model) as outlined in the general education model.

To the extent possible, in-person SDC students shall be dropped off at the same time in order to have a common start time. Teachers shall receive notification and an explanation if it is not possible. If not possible, administration shall work with unit members and the classroom support staff to cover the staggered arrivals.

SDC teachers shall make sure they meet the required number of instructional minutes.

To the extent possible, in multi-grade SDC classrooms, the students shall all have the same start date for that classroom. The start date shall coincide with the lowest grade level.

7. Miscellaneous Provision for Special Educators.

- a. The District shall follow county and state health protocols and communicate clear guidelines to unit members regarding students who have medical documentation for mask exemption.
- b. The site administrator shall prioritize addressing unsafe behavior in SDC classrooms and help create a safety plan with affected unit members.
- c. Mainstreaming concerns shall be brought to the attention of administration and these concerns shall be prioritized.

- d. On Wednesdays, unit members shall schedule a daily live interaction with their students sometime between 8:00 a.m. and 12:30 p.m. that includes attendance, check-in, and explanation of asynchronous work for the day and use the remainder of the time for preparation, planning, and scheduled meetings and/or professional development as set forth below and on the attached schedule.
- e. Work with each family and student (as appropriate) through the individualized education plan (IEP) process to determine what FAPE looks like for each student and family during distance learning, which may require changes to the individualized education program (IEP) developed pre-COVID-19.
- f. Make required changes to each student's IEP to address the duration and overarching changes to education delivery and contingency plan for pivoting in and out of distance learning.
- g. Use the District's education models for all students as the basis for establishing FAPE.
- h. Ensure children with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities in distance learning and provide supports when necessary.
- i. Use annual IEP to plan for the traditional school year and, while not required, include distance learning plans or addendums, where necessary, to address distance learning needs during immediate or future school site closures.
- j. Special education teachers/case managers shall work collaboratively with core content teachers/general education teachers to accommodate or adapt lessons to meet the needs of students in a distance learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
- k. Related Service Providers shall provide IEP services that address the goals and minutes documented on the IEP Services Offer of FAPE page when students are not in general education synchronous instruction. Service providers shall conduct services via the virtual platform as appropriate given the student's needs.
- l. Accommodations and educational supports necessary to ensure students' IEP can be executed during hybrid models shall be made available and appropriate given the student's needs.
- m. School Psychologists shall provide virtual or telephone appointments to students for social, emotional, and/or behavioral needs as deemed

necessary by the District in consultation with the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone, virtual tools, or voluntarily in person, to the extent allowed by law and as appropriate given the student's needs.

- n. IEP team meetings will be held virtually or via teleconferencing while the District is in hybrid learning.
- o. Special education teachers/case managers/related service providers shall maintain attendance/service logs documenting all instruction not less than weekly utilizing a District-provided tracking system.
- p. All service providers may complete in-person assessments with students 1:1 voluntarily during a hybrid model.
- q. The District agreed to have SDC preschool remain on distance learning for the remainder of the 2020-2021 school year. These classes shall follow the July MOU. The District agrees to open negotiations if this changes.
 - i. To the extent possible and consistent with a student's IEP, service providers shall provide instruction remotely in order to maintain stable groupings.
- r. Support services shall be scheduled at the discretion of the service provider within the confines of the IEP.
- s. Service providers shall collaborate with the general education teacher to meet the needs of the students.
- t. The District will provide training to SDC staff on proper health and safety related to in-person instruction during the Covid-19 pandemic.
 - i. This shall include training on current health guidelines and how they apply to SDC classrooms.
 - ii. This shall include training on SDC specific protocols, such as toileting, bodily fluids, feeding, hand-over-hand instruction, how to handle close contact, etc.
 - iii. This shall include training about how to support students that have a medical exemption for masks.

8. Monitoring Student Engagement and Attendance

- a. Consistent with Education Code section 43504, unit members shall monitor student engagement and attendance as follows:

- i. Document daily participation for each student on each school-day for which distance learning is provided using documentation formats determined by the District in consultation with OGEA. Daily participation may include participation in online activities or in-person activities, completion of regular assignments, completion of assessments, and contacts between unit members and students or parents.
 - ii. Maintain a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning ° in-person learning, verifying daily participating, and tracking assignments, using a format developed by the District in consultation with OGEA.
 - iii. For students who are not engaged in distance learning or hybrid model, unit members with the support of the District, principal, and school office staff, shall follow the District’s written procedures for tiered reengagement strategies (a format developed by the District in consultation with OGEA) including but not limited to verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student.
- b. Unit members shall regularly communicate with parents/guardians regarding students’ academic progress.

9. Communication with Parents/Guardians and Students

- a. Unit members shall check their District email and voicemail daily during the regular workday and respond to emails and phone calls (those that require a response) from parents, students, and their principal or other District personnel during the regular work week and during contracted work hours within one workday. Unit members are not required to check voicemail on Wednesdays if they are working remotely.
- b. Unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.

10. Equipment, Training, and Technical Support for Distance Learning

- a. Each site shall have the flexibility to distribute needed material and curriculum to students consistent with health and safety measures in place that meet current state and local guidelines.

- b. Under the District's return to in-person instruction in the hybrid model, all staff would need to be present at their school site and teach from their designated classroom. Per the current CBA, staff would need to be on campus 30 minutes before the start of the school day.

Disinfection and sanitization procedures will be implemented throughout all school sites and worksite locations to ensure absolute safety in the classroom/office environment. Unit members shall be required to wear a face-covering (masks) in common and shared areas as defined in the health and safety MOU agreed to by the District and OGEA when reporting physically to work. Still, safety protocols will be in place to allow unit members to remove their masks in non-shared classrooms or offices when they are alone in the room.

- c. If unit members are unable to work from their classroom based on state or local health orders or due to a health condition that prevents them from providing distance learning instruction from their classroom, the District will continue, to the extent available and feasible, provide the necessary equipment, internet connections, hot spots, and any other equipment the District deems necessary to continue to deliver distance learning as was done in Fall 2020. Unit members shall maintain District equipment in good repair and order but will not be liable for damage to District equipment that occurs for reasons beyond the unit member's control.
- d. Unit members are not authorized to incur additional personal expenses due to hybrid learning or distance learning and shall use existing District technology and equipment at a school site specified by the District.
- e. The District shall provide unit members with online access to District provided technical support. 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 or hybrid learning platforms and instructional materials. Technology/instructional on-call support will be available to staff during their regular work hours for any distance learning support needed.
- f. Unit members using District-provided technology, whether hardware or software, including District networks, emails, and applications, are included within the parameters of the District's Acceptable Use Policy, previously signed by all unit members; thus, unit members acknowledge that using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the District's Acceptable Use Policy applicable. Unit members agree to comply with the District's Acceptable Use Policy when working remotely (e.g., using District provided e-mail, logging into District resources (e.g., Google Drive), etc.).

11. Grading and Feedback to Students During Distance and Hybrid Learning

Unit members will grade students consistent with the standard grading processes that were in place and utilized prior to March 13, 2020, as set forth in District policies and regulations.

12. Evaluation, Support, and Feedback to Unit Members During Distance and Hybrid Learning

All of the CBA provisions regarding evaluations shall continue to apply to certificated unit members during the 2020-2021 school year. However, with respect and consideration to the unprecedented teaching situations due to COVID-19, it should be documented on the unit member's evaluation form that the evaluation took place during the COVID 19 pandemic. The District shall ensure that expectations for formal evaluations are standardized across school sites and appropriate for distance learning.

13. Work Hours

While engaged in distance learning, unit members are expected to continue to work their regular work hours (7.25 hours, exclusive of a thirty-minute duty-free lunch, for classroom teachers unless otherwise stated in the CBA) in which they will provide the required daily instructional minutes to students, and engage in planning and preparation time, and collaboration time with their colleagues, in addition to responding to student and parent emails, phone calls, and questions, and participating in staff meetings, and attending professional development. Unit members are allowed to complete their work day remotely after student dismissal and any yard duty or supervision has been completed.

- a. Unit members scheduled to work beyond June 11, 2021 will be allowed to work remotely.

14. Limited Agreement. This MOU addresses only the hybrid learning aspects of opening schools for the 2020-2021 school year (Phase 2) and does not preclude continued discussions between the District and OGEA on other working conditions related to the opening of schools.

15. Continued Negotiations. The Parties mutually agree to begin negotiations on any change to the instructional model and update this MOU based on those negotiations.

16. Term of Agreement. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

17. Approval of Agreement. This Agreement is subject to ratification by OGEA unit members and approval of the District Governing Board.

ON BEHALF OF THE DISTRICT



Andrew A. Garcia, Assistant Superintendent,
Human Resources

4/1/21

Date



Ivan Chaidez, Assistant Superintendent,
Educational Services

4/1/21

Date

ON BEHALF OF OGEA



Robert Prola, OGEA Vice President and
Bargaining Chair

April 1, 2021

Date



Maripaz Berlin, OGEA President

April 1, 2021

Date

Certificated Work day: 7:45-3:30		
	Elementary	Intermediate
Monday, Tuesday, Thursday, Friday	8:00-12:30 instruction (recess breaks included) <i>Remaining part of the day:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports 	8:00-12:30 instruction (recess breaks included) <i>Remaining part of the day:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports
Wednesday	1 hour staff meeting 1 hour professional development (1x/month is site-directed) <i>Remaining part of the day:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports <i>Live interaction / check-in with students & students engage in asynchronous learning according to this MOU</i>	1 hour staff meeting 1 hour professional development (1x/month is site-directed) <i>Remaining part of the day:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports <i>Live interaction / check-in with students & students engage in asynchronous learning according to this MOU</i>
Totals per week:	Staff meeting: 1 hour Professional development: 1 hour <i>Remaining time outside of instruction:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports 	Staff meeting: 1 hour Professional development: 1 hour <i>Remaining time outside of instruction:</i> <ul style="list-style-type: none"> preparation/planning tiered re-engagement strategies/parent outreach small group/individual academic supports