

MEMORANDUM OF UNDERSTANDING
Between
OAK GROVE SCHOOL DISTRICT
&
OAK GROVE EDUCATORS ASSOCIATION

COVID-19 Instructional Programs—Distance Learning
2020-2021 School Year

July 31, 2020

[This MOU addresses only the distance learning to occur during “Phase 1” of the District’s schools reopening while the District schools are in full-distance learning. 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 reopening District schools for the 2020-2021 school year.

During the 2019-2020 school year, the Parties recognized that there was 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 provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen 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, and the phase in stages outlined 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 check-in 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 communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.

1. Curriculum Content

- a. During distance 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 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 that is provided at a level of quality and intellectual challenge substantially equivalent to in-person 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 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 live 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 live 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 live interaction that provides a comparable level of service and school connectedness.

[Negotiations note—If daily live 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. During periods of distance learning, unit members shall provide the following daily instructional minutes:

<u>Grade Span</u>	<u>Instructional Minutes</u>	<u>Synchronous Time (M/T/Th/F)</u>
TK-K	180 minutes daily	At least 45% (81 minutes)
1-3	230 minutes daily	At least 55% (127 minutes)
4-8	240 minutes daily	At least 60% (144 minutes)

*** See below for Wednesday schedule**

These instructional minutes shall include instruction and student support which shall include both scheduled synchronous (as set forth above) and asynchronous instruction to students. In providing instruction to students, unit members shall ensure that they provide synchronous instruction.

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 in sections 3 and 4 below and on the attached schedule.

Unit members shall submit their proposed daily schedule indicating synchronous and asynchronous instruction 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.

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 preparation and planning.

- d. 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 that is mutually agreed upon by the District and OGEA.
- e. 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.

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 will provide actionable information about 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 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 distance learning.
- c. For the 2020-2021 school year, the provisions of 14.6.1.2 related to preparation time for teachers 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 that is selected and self-paced by the unit member. In the event of a shortened month, the hours of 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. All unit members will, to the extent deemed necessary by the unit member in consultation with their supervisor or site principal, complete the a

District-provided self-paced online professional development related to the use of Google Classroom and certify completion to their principal prior to the first day of school for students for the 2020-2021 school year.

- d. During the pre-service days and throughout the school year, the District will offer professional development on delivering instruction in a distance 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 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 social and emotional learning resources provided by the District.
 - iii. Provide students with non-academic focused check-ins.
 - iv. Address that wearing masks may alter a student’s understanding of how others are feeling and implement lessons on alternative ways to communicate feelings.
 - v. Communicate with students positively about the need for physical distancing in the classroom and positively enforce good practices.

6. Special Education: Serving Students with Disabilities During 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. Provide required instructional minutes as set forth below:

<u>Grade Span</u>	<u>Instructional Minutes</u>	<u>Synchronous Time (M/T/Th/F)</u>
Preschool	90 minutes daily	At least 40% (36 minutes)
TK-K	180 minutes daily	At least 45% (81 minutes)
1-3	230 minutes daily	At least 55% (127 minutes)
4-8	240 minutes daily	At least 60% (144 minutes)

* See below for Wednesday schedule

These instructional minutes shall include instruction and student support which shall include both scheduled synchronous (as set forth above) and asynchronous instruction to students. In providing instruction to students, unit members shall ensure that they provide synchronous instruction.

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 in sections 3 and 4 below and on the attached schedule.

- ii. 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.
 - iii. 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.
 - iv. Use the District's education models for all students as the basis for establishing FAPE.
 - v. 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.
 - vi. Use annual IEP to plan for 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.
- b. 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.
- c. Related Service Providers shall prepare appropriate distance learning activities that can be performed by students at home, as appropriate, to provide students with the opportunity to work on specific goals stated in their IEP. Service providers shall conduct services via email, telephone or virtual platform, and as appropriate given the student's needs.

- d. Accommodations and educational supports that are necessary to ensure student's IEP can be executed during distance learning, shall be made available, and as appropriate given the student's needs.
- e. 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 or virtual tools, to the extent allowed by law and as appropriate given the student's needs.
- f. 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.
- g. IEP team meetings will be held virtually or via teleconferencing while the District is in distance learning.
- h. Special education teachers/case managers/related service providers shall maintain attendance/service logs documenting all instruction not less than weekly utilizing District-provided tracking system.

7. 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, 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, 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, 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.

8. Communication with Parents/Guardians and Students

- a. Unit members shall check their District email daily during the regular work week and respond to emails (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 work day.
- b. Unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.

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

- a. Each site shall have 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 distance learning model, it is the District's intention that unit members shall deliver distance learning to students from their school site and/or work site location where internet and materials are easily accessible. If a unit member desires to work from home, they must assure that they have suitable internet connection, an ergonomically appropriate work space, materials needed to conduct lessons, a private work setting, and the ability to communicate via telephone. The Parties recognize that unit members may need to be present at school sites in the first few days of school to prepare and distribute materials to students in a manner that complies with state and local health guidelines.

Disinfection and sanitization procedures will be implemented throughout all school sites and work site locations to ensure absolute safety in the classroom/office environment. Unit members shall be required to wear 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, but safety protocols will be in place to allow for 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 necessary equipment, internet connections, hot spots, and any other equipment the District deems necessary to continue to deliver distance learning as was done in Spring 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 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 platforms and instructional materials. Technology/instructional oncall 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.).

10. Grading and Feedback to Students During Distance 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.

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

All of the provisions of the CBA 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.

12. 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 to 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.

13. Limited Agreement. This MOU addresses only the distance learning aspects of reopening schools for the 2020-2021 school year (Phase 1) and does not preclude continued discussions between the District and OGEA on other working conditions related to the reopening of schools.

14. Continued Negotiations. On or before September 21, 2020, the Parties mutually agree to begin negotiations on the transition to hybrid or any form of in-person learning, and update this MOU based on those negotiations. Negotiations on this transition will be completed before the transition occurs.

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

ON BEHALF OF THE DISTRICT



Andrew A. Garcia, Assistant Superintendent,
Human Resources

7/31/2020

Date



Ivan Chaidez, Assistant Superintendent,
Educational Services

7/31/2020

Date

ON BEHALF OF OGEA



Robert Prola, OGEA Vice President and
Bargaining Chair

7/31/2020

Date



Maripaz Berlin, OGEA President

7/31/2020

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