

MEMORANDUM OF UNDERSTANDING BETWEEN
OROVILLE UNION HIGH SCHOOL DISTRICT
AND
OROVILLE SECONDARY TEACHERS ASSOCIATION / CTA / NEA

August 4, 2020

ONLINE INSTRUCTION/DISTANCE LEARNING

Due to the unprecedented COVID-19 pandemic, and current status of Butte County's public health situation, the Oroville Union High School District will commence the 2020-21 school year with an online/distance learning instructional program. The intention of the Parties is to provide a rigorous instructional program, while maintaining safe contact with students.

The District and the OSTA hold the shared belief that student, staff and community safety is the primary focus. The District will follow the recommended guidelines and requirements of local public health officials and State health officials with respect to social distancing, face coverings, and washing/sanitizing hands frequently in order to prevent the spread of illness arising from the coronavirus during the 2020-21 school year, and requires all persons accessing District facilities to do likewise.

AGREEMENT

With the above objectives in mind, the Parties agree as follows:

1. All existing provisions of the Collective Bargaining Agreement between the parties remain in effect except to the extent modified herein.

2. Safety-
 - a. All persons using any District facility will abide by applicable public health directives/recommendations/guidelines such as being required to stay at home if they are experiencing symptoms of flu/pneumonia, have a fever of 100.4 degrees or higher, or have been directly exposed to someone who has tested positive for COVID-19; maintaining recommended physical distance; wearing a face covering (as mandated by CDPH guidelines 8/3/20); washing or sanitizing hands frequently. Further details concerning these requirements are set forth in the District's Reopening Plan (subject to change as conditions warrant). This Reopening Plan incorporates implementation of Butte County Public Health Department and California Department of Public Health guidelines and

requirements. These directives include appropriate training provided by the District.

- b. OSTA Bargaining Unit Members will be trained in the proper safety measures below to prevent the spread of COVID-19:
 - i. Maintaining physical distance of 6 feet as practicable
 - ii. Using face coverings
 - iii. Washing hands with soap and water or using 60% ethyl alcohol hand sanitizer
 - iv. Screening of staff and students for symptoms daily
 - v. Ensuring individuals do not come to school if they have COVID-19 symptoms or have been exposed to someone with COVID-19 in the past 14 days
 - vi. Using District disinfectants (if training is requested by a Unit Member).

- c. The District will sanitize classrooms on a daily basis. The District will provide training to any Unit Member who wishes to be able to use district- approved disinfectants. Daily cleaning and disinfecting shall be done by trained custodial personnel when a Unit Member is not present. Certificated Unit Members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in the bargaining unit.

- d. In-person meetings shall be eliminated (to the extent allowed by law). during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All meetings (to the extent allowed by law) shall be held virtually and shall be scheduled during non-instructional time within the contractual day.

- e. The District will follow all local public health department guidelines and requirements for screening and other COVID-related safety protocols.

3. INDEPENDENT STUDY PROGRAM

- a. OUHSD will use the OSTA Collective Bargaining Agreement Article X to fill vacancies in the independent study program.
- b. Any Unit Member who voluntarily transfers to the Independent Study Program shall utilize the District-adopted curriculum in its entirety.
- c. All teachers who volunteer to transfer to the independent study program based on this MOU shall retain all rights regarding transfer and assignments to the school from which they transferred.

4. ON-LINE INSTRUCTION/DISTANCE LEARNING

- a. The District will implement an online instruction/distance learning model using online platforms. Google Classroom shall be utilized as a communication hub for students (and their parents) and teachers. Curriculum and assignments will be pushed out via Google Classroom and other platforms including, but not limited to Zoom, Google Voice, Google Hangouts, and other curricular and technology resources. Certificated teachers in the bargaining unit will explicitly deliver instruction.
- b. For online/distance learning, the Parties agree to collaborate on working guidelines for the distance learning model. The Parties recognize online instruction is a teaching/learning model that requires flexibility in scheduling. Unit Members will complete their job responsibilities in their respective classrooms, school office(s) or remotely. The Education Code (see sections 43500 and following) requires daily contact and roll to be taken.
- c. Instruction shall include a minimum of twenty minutes of video/voice conferencing per each class daily. All students will be provided daily live interaction with certificated employees for the purpose of instruction, progress monitoring and maintaining school connectedness. This interaction may take the form of internet, telephonic communication or by other means permissible under any state or local guidance or public health orders and consistent with the needs of students at the discretion of classroom teachers.
- d. Unit Members will complete their online synchronous instructional responsibilities defined by the agreed upon schedule with advisory (Appendix A) unless given administrative permission to do otherwise to meet district/student/parent needs.

- e. The District will provide on-going training to use Zoom, Google Classroom and/or other programs that can be used to offer high-quality distance learning to students.
- f. Teachers will engage students and use the essential standards and/or skills in their subject matter to teach students through a distance learning model.
- g. The coursework provided to students shall comply with Education Code section 43503 and have the intention of promoting continuity of learning while students are not physically present in school. This will include enrichment, intervention and/or exposure to new material. The pace of instruction shall follow district pacing guides. Teachers will be expected to follow the State frameworks and District and State assessments and benchmarks.
- h. Teachers shall communicate their classroom expectations for distance learning for their students to parents/guardians via District email, and/or Google Classroom's email feature or USPS sent out by the District.
- i. Teachers shall add administrators as instructors in their Google Classroom to facilitate virtual classroom walkthroughs.

5. STUDENTS WITH SPECIAL NEEDS

- a. The parties agree to confer regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers to accommodate, and/or adapt lessons to meet the needs of students' IEPs in a digital or other distance learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP.
- b. Individual student accommodations will be provided. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that special education students have access to the same learning opportunities as other students. Related Service Providers (Speech Therapist, Adapted PE, etc.), will prepare distance learning activities that can be completed at home as appropriate.

- c. General Education teachers may be required to participate in their students' virtual IEP meetings. IEP meetings will be scheduled during the teachers' contractual work hours. If the IEP meeting cannot be scheduled during the contractual workday due to parent unavailability, the collective bargaining provisions will apply.
- d. Teachers shall communicate their classroom expectations for distance learning for their students to parents/guardians via District email, and/or Google Classroom's email feature or USPS sent out by the District.

6. COMMUNICATIONS

- a. Unit Members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
- b. Staff will receive training on how to utilize Google Voice and Google Hangouts, which are one way of protecting teachers' personal information.
- c. Throughout this crisis, ongoing two-way communication between the District and the Association is vital. The Parties agree that whenever the District can share information with the Association before the information is shared with the public it is mutually beneficial.

7. COVID RELATED LEAVES

- a. The District will do its best to keep students and staff safe.
- b. As adapted from the *Families First Coronavirus Response Act (FFCRA)* [H.R. 6201]:
 - i. An employee qualifies for paid sick time as provided in Federal law (referred to herein as "**Federal COVID-19 Leave**") which is not deducted from his/her normal sick leave, if the employee is unable to work (or telework) as evidenced by medical documentation (other than for #5 below) due to a need for leave because the employee:
 - 1. Is subject to a Federal, State, or local government quarantine order related to COVID-19;
 - 2. Has been advised by a health care provider to self-quarantine related to COVID-19;

3. Is experiencing COVID-19 symptoms and seeking a medical diagnosis;
4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. Is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

ii. Such leaves shall be applied in accordance with federal provisions.

c. Further Leaves

- i. Upon exhaustion of the Federal COVID-19 Leave as provided in Federal Law, if the Unit Member continues to be medically unable to work (including telework) as evidenced by medical documentation, The District will provide the Unit Member with up to seven (7) additional days. If the Unit Member remains unable to work or telework, the Unit Member will use personal sick leave. If after using ten (10) Federal COVID-19 Leave days, seven (7) District COVID-19 leave days, and the Unit Member's sick days the employee is unable to work or telework, the Unit Member may access whatever other leaves are available in the Collective Bargaining Agreement.
- ii. Upon expiration of the Federal COVID-19 Leave as provided in Federal law, if the Unit Member is medically unable to work (including telework) as evidenced by medical documentation, the District will provide up to seven (7) days of paid COVID leave which is not deducted from the Unit Member's sick leave. Upon exhaustion of these seven (7) days, if the Unit Member continues to be unable to work (including telework), the employee may use applicable leaves in the collective bargaining agreement.

8. MISCELLANEOUS PROVISIONS

a. Staff Training

- i. All staff will participate virtually with Sharroky Hollie on Culturally Responsive Teaching and Learning on August 10, 2010.

- ii. We will use the late start Friday schedule at LPHS and OHS to begin training on distance learning by “school experts” during collaboration time. Training on August 21st and August 28th will be targeted for teachers to develop a week of distance learning plans, and learn how to use Google Classroom and Google Meets for distance learning. Site Principals will select their teacher experts to deliver both training sessions.
 - iii. The first Friday of the month at LPHS and OHS will be used for staff meetings beginning September 4th. (10/9, 11/6, 12/4, 1/8, 2/5, 3/5, 4/16 and 5/7).
 - iv. Training on topics specific to the areas of culturally responsive teaching and learning, distance learning and mandated topics will be on the second Friday of the month beginning with September 11th (10/16, 11/20, 12/11, 1/15, 2/12, 3/12, 4/23, and 5/14). All administrative and certificated staff will participate in a session with Sharroky Hollie on Culturally Responsive Teaching and Learning on August 10, 2020.
 - v. Collaboration on using student data to improve instruction and improve school culture will take place on the third Friday of the month beginning with September 18th (10/23, 1/22, 2/26, 3/19, 4/30 and 5/21).
 - vi. The remaining Fridays that are not scheduled by the district will be used for areas of need and/or concern at each site and will be scheduled by the Principal.
- b. If schools are closed and upon the State/County/District determining schools are safe to reopen, the District shall provide one day of preparation to all Unit Members to prepare for the return to the classroom with students. (Students will remain on the distance learning model for the day.) This day shall count as a teacher contract day.
 - c. Only board-approved extra-duty assignments will be funded.
 - d. In the event the State of California directs alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

Instructional Calendar

- i. Teachers will attend virtual training on August 10, 2020.
- ii. Teachers will report to faculty meetings virtually on August 14, 2020. Teachers will also prepare for the first day of instruction.

- iii. The first day of the instructional year will begin August 17, 2020. The 2020-21 school calendar will be adjusted accordingly. The 2020-21 school year will end June 4, 2021.
- iv. The 2020-21 year calendar will be adjusted at the August 19, 2020 Board meeting to reflect the changes in this agreement.

This MOU resolves the negotiable effects of the reopening (and possible closures) of schools due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2020-21 school year.

This MOU shall expire on June 30, 2021, but may be terminated earlier or extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU.

For the District:

For the Association:

Corey Willenberg, Ed.D., Superintendent

Teisha Hase, President, OSTA

Date

Date

Plan A: Distance Learning Schedule + Separate Advisory Period (Teacher)

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 - 9:30	GROUP A (Per 1)	GROUP B (Per 1)	GROUP A (Per 4)	GROUP B (Per 4)	Collaboration 7:45-9:15
9:40 - 10:05	Advisory	Advisory	Advisory	Advisory	Advisory Check-Ins 9:30-10:30
10:15 - 11:15	GROUP A (Per 2)	GROUP B (Per 2)	GROUP A (Per 5)	GROUP B (Per 5)	
Break 11:15-11:30					
11:30-12:30	GROUP A (Per 3)	GROUP B (Per 3)	GROUP A (Per 6)	GROUP B (Per 6)	
Lunch (extra time for club meetings) 12:30-1:15					
Teacher Office Hours 1:15-3:15 p.m.					
IEP, 504, SST (2:30-3:15 PM)					

- **Students are split into two groups A or B for synchronous learning. Maximum number of students per period is 18 or 20 for PE.**
 - Example: A group must be engaged in synchronous learning (must include a minimum of 15 minutes of video conferencing) in periods 1-3 at the assigned times on Monday and in periods 4-6 at the assigned times on Wednesday.
 - See student schedule below
 - Teachers will add site administrators to each of their Google Classrooms to facilitate virtual walkthroughs
- **Asynchronous Learning provided to students on “off” days and participation tracked by teacher**
- **Advisory is a separate class after 1st period and is synchronous M-TH**
 - Teacher has a Google Classroom (GC) for Advisory and leads SEL activities during advisory time M-TH
 - Advisory lessons would be synchronous every M-TH and asynchronous on Friday
 - Students log in to Advisory on GC to submit daily attendance M-F

Plan A: Distance Learning Schedule Student (Group A)

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 - 9:30	GROUP A (Per 1)		GROUP A (Per 4)		Asynchronous Learning and log in to advisory by 3:00 pm
9:40 - 10:05	Advisory	Advisory	Advisory	Advisory	Teacher Virtual Office Hours 10:30 - 3:15 (lunch 12:30-1:15) IEP, 504, SST Meetings (2:30-3:15 PM) as needed
10:15 - 11:15	GROUP A (Per 2)	Asynchronous Learning	GROUP A (Per 5)	Asynchronous Learning	
11:15-11:30	Break		Break		
11:30-12:30	GROUP A (Per 3)		GROUP A (Per 6)		
Lunch (extra time for club meetings) 12:30-1:15					
Teacher Virtual Office Hours 1:15-3:15 p.m. IEP, 504, SST Meetings (2:30-3:15 PM) as needed					

Distance Learning Schedule Student (Group B)

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 - 9:30		GROUP B (Per 1)		GROUP B (Per 4)	Asynchronous Learning and log in to advisory by 3:00 pm
9:40 - 10:05	Advisory	Advisory	Advisory	Advisory	Teacher Virtual Office Hours 10:30 - 3:15 (lunch 12:30-1:15) IEP, 504, SST Meetings (2:30-3:15 PM) as needed
10:15 - 11:15	Asynchronous Learning	GROUP B (Per 2)	Asynchronous Learning	GROUP B (Per 5)	
11:15-11:30		Break		Break	
11:30-12:30		GROUP B (Per 3)		GROUP B (Per 6)	
Lunch (extra time for club meetings) 12:30-1:15					
Teacher Virtual Office Hours 1:15- 3:15 p.m. IEP, 504, SST Meetings (2:30-3:15 PM) as needed					

OUHSD Distance Learning = Asynchronous Learning + Synchronous Learning

Asynchronous Learning

Students learn at different times throughout the week

Teachers provide materials (videos, assignments, activities, links, group work)

Feedback is provided to the student through collaborative tools and email

Communication is not live

Flexible and allows students to work at their own pace

Due dates and time frames are important

Examples: Pre-recorded video, Narrated Slide Deck, Screencasts, EdPuzzle, Flipgrid Video, Pear Deck student paced lessons, Blog or Discussion boards, Collaborative documents

Synchronous Learning

Students learn at the same time, often at a scheduled class time

Requires students and teachers to be online at a specific time

Direct interaction between teachers and students

Allows for instant feedback and clarification

Checking in, Q & A, discussions and presentations occur at specific times in an online setting

Often requires more bandwidth

Examples: Video conferencing, Chat window, Telephone, Office Hours, Collaborative documents, Pear Deck teacher paced lessons