

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

The Oakland Unified School District (“District”) and Oakland Education Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to the coronavirus (“COVID-19”) pandemic.

The Parties recognize there is a need for emergency school closures (“school closures” and/or “emergency school closures”) and move to a distance learning model to allow for social distancing, as recommended by Alameda County Public Health to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The District and Association agree as follows:

**A. Defining “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” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.
2. The District has suspended mandatory State assessments 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. Unit members will be expected to shift from a grading structure to a credit/no credit approach to grading for grades 6-12. For Elementary, teachers would be expected to complete the comments section of the report card and not be expected to complete the grading section. Students that do not have access to technology shall receive alternatives to the teacher and District designed distance 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. Prior to a teacher assigning a student with a 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 and, if applicable, the special education caseload manager to intervene; 3) teacher will collaborate with available student supports the student received during normal school operations; and 4) teacher will consult

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

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 to encourage students to complete assignments.

4. The OUSD Continuity of Education Plan will 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 learning.

**B. Preparation Time to Implement Distance Learning**

1. 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 Plan. Bargaining unit members shall be provided two full days on April 7th and April 8th to prepare lessons and resources to transition to distance learning.
2. 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.
3. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different, bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closures.
4. Daily logs requested by site administration shall be simple and comply with Section 10.6.4 (“paperwork reduction”).
5. Daily morning check-ins shall not be required of unit members.
6. 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.
7. The Employer shall distribute information about ergonomic safety to all administrators and unit members, and make every reasonable effort to comply with ergonomic safety recommendations.
8. 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.

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

**C. Equipment, Training, and Technical Support**

1. The District will make every effort to provide all necessary equipment, internet connections, and any other necessary equipment to deliver distance learning on a case by case basis, the District may provide bargaining unit members with hot spots when 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 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.
5. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development opportunities 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.
6. 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.

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

7. The District will make efforts to ensure that students have technology access (e.g. chromebooks, internet access, etc.) at home.
8. Bargaining unit members shall not be mandated to report to distribute technology at sites.
9. 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.
2. Considering the personal challenges (e.g., members' own childcare/family concerns/needs), presented by 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 will need to engage in flexibly organized professional development and collaborate with colleagues conducted via email, by telephone, or other virtual tools.
3. Unit members shall not be expected to replicate the regular, in-person, school day when delivering distance learning instruction/services.
4. The daily schedule for unit members shall not be required to exceed 240 minutes of direct instruction and flex time (not to exceed 120 minutes of direct service/instruction and 120 minutes of flexible schedule time).
5. Direct service/instruction may be either synchronous (live) or asynchronous (pre-recorded).
6. Flexible schedule time may include, but is not limited to, the following activities:
  - a. Planning instruction and/or services
  - b. Co-planning amongst colleagues
  - c. Virtual Office Hours
  - d. Monitoring Student Activity
  - e. Gathering Formative and Summative Assessments
  - f. Sharing Progress with Students and Families
  - g. Providing Feedback to Students

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

- h. Grading
  - i. Collaborating with other unit members and Support Staff participating in Professional Development and Staff Meetings
  - j. Participating in IEP Meetings
  - k. Providing IEP Services
7. The daily schedule for unit members who do not have a class of students assigned to them shall not be required to exceed 240 minutes, inclusive of direct/indirect services, instruction, and flexible schedule time.
  8. 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 weekly contact with students and secondary may opt for bi-weekly contact due to their caseload of students. Bargaining unit members serving in student support roles should 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.
  9. Bargaining unit members lessons, video chats, and participation in any District activities shall not be recorded without the explicit permission of unit members.
  10. 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 HIPPA compliant and other privacy related rules.
  11. Bargaining unit members shall be held harmless for the reasonable use of technology, as it relates to privacy concerns, during this time.
  12. Teachers will not be required to conduct live video over their objection, pursuant to California Education Code Section 51512.

**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 distance 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.

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

2. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the 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 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 of this MOU.
  - a. The maximum assigned screen time that a student will have will not exceed the minimum hours of instruction in the tables below.

	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

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

Sample Daily Schedule			
PK-K	1-3	4-5	6-12
Reading & Writing 30 minute Practice Early Literacy Skills Independent reading Draw, write a journal response, or discuss with adult Handwriting & Typing Practice (break up into chunks)	Reading & Writing 45 minutes Independent reading Write a journal response or discuss with adult (break up into chunks) Typing Practice	Reading & Writing 45 minutes Independent reading Write a journal response or discuss with adult (break up into chunks) Typing Practice	Reading & Writing Coursework 60 minutes Independent reading Write a journal response, summary, or evaluation, or discuss with adult (break up into chunks)
Math 30 minutes Complete assignments or and/or Educational App.	Math 30 minutes Complete assignments or and/or Educational App.	Math 30 minutes Complete assignments or and/or Educational App.	Math Coursework 45 minutes Complete assignments or and/or Educational App.
Science 30 minutes Complete assignments or and/or Educational App..	Science 30 minutes Complete assignments or and/or Educational App.	Science 30 minutes Complete assignments or and/or Educational App.	Science Coursework 45 minutes Complete assignments or and/or Educational App.

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

Physical Activity (20 minutes daily)	Social Studies 30 minutes COVID19 Journaling	Social Studies 30 minutes COVID19 Journaling CPS Civic Action Projects - Contingency 2020 (Grades 4-5 versions)	Social Studies Coursework 45 minutes COVID19 Historical Journaling CPS Civic Action Projects - Contingency 2020 (Grades 6-8 or 9-12 versions)
	Physical Activity (20 minutes daily)	Physical Activity (20 minutes daily)	Physical Activity (daily, as designated through PE coursework)
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

4. 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. The pace of Grade level instruction shall be at the discretion of the teacher based on the needs of each student. 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. 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.

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

**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. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate.
  - a. Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate. This enables all students access to the same learning opportunities.
  - b. Related Service Providers (Adapted PE, Mobility and Orientation, VI, etc.), will prepare appropriate distance learning activities that can be performed at home.
  - c. When the District is able to procure necessary equipment, Internet connections/hot spots, and any other necessary resources to ensure students receive IEP services, Special education teachers will be prioritized in the distribution of such items to employees.
2. 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.
3. While it is the intention of both parties to comply with federal and state guidelines; the District and the Association understand the complexities and challenges with scheduling IEP meetings, holding virtual IEPS meetings, and engaging families as partners in the IEP development process.
  - a. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
  - b. The Special Education Department will continue to hold virtual training opportunities and provide ongoing support for teachers.
  - c. Special Education will provide clear guidance in regards to HIPPA and FERPA
  - d. Case managers will make a good faith effort to schedule IEPs and document attempts to schedule IEP meetings with families.
  - e. The District will continue to provide translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
  - f. Due to the challenges of virtual IEP meetings, case managers shall not be penalized or disciplined for timeline compliance. A documented effort needs to be made to comply with holding IEP meetings as aligned to Federal and State guidelines.

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

4. 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 positions are unique.
2. 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 OUSD Continuity of Services Plan and shall:
  - a. Shall comply with Section 10.6.4 (“paperwork reduction”).
  - b. be provided the necessary information by District personnel to provide support for students and families. Bargaining unit members shall not be required to return to work to access information.
  - c. be trained by District personnel to use Teletherapy and other platforms prior to initiating any sessions with students.
  - d. The District shall continue to provide translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
  - e. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
3. School Psychologists shall provide services as described by Federal and State guidelines during the Covid-19 context as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.
  - a. IEPs will follow the terms outlined under special education.
  - b. The Special Education Department will provide ongoing training.
  - c. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
  - d. The District shall continue to provide translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
4. Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and 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 written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.).

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

- a. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
5. Speech and Language Pathologist shall provide services as described by Federal and State guidelines during the Covid-19 context. Lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.
  - a. The District will make every attempt to provide students with the appropriate equipment as deemed in their IEPs (i.e. AAC device)
  - b. Case management and IEPs will follow the terms outlined under special education.
  - c. The Special Education Department will provide ongoing training.
  - a. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
  - d. be provided by the District with translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
6. Nurses may catch up on paperwork/documentation (ie LEA billing, Aeries entries, IHPs, SEIS documentation) and case management.
  - a. The District shall provide translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
  - b. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
7. ECE Teachers can perform the following tasks during the school closure period:
  - a. Update and/or complete DRDP reporting/reflections
  - b. Preparing for virtual parent conferences
  - c. Sharing printable Big Day for PreK resources
  - d. Provide families with virtual learning experiences provided by the ECE Department
  - e. Complete Kindergarten Transition Forms
  - f. Complete IEP and Reports (PreK SPED Teachers) in accordance with the SpEd section of this MOU.
  - g. Participate in online PD modules provided by ECE Department ( see <p://www.ececompsat.org/competencies/index.html> )
  - h. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
  - i. The District shall provide translation support for virtual, telephonic and written communication with students and families (e.g. LanguageLink, TalkingPoints, etc.)
8. The District and the Association shall bargain the impacts to unit members providing student supports as identified by the Association due to programmatic changes.

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

**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).
3. 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.
4. 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."
5. For day to day substitutes, the Parties agree to extend Section 3, the "Substitutes and Adult Ed Hourly Unit Member" provision of the March 17, 2020 Memorandum of Understanding through May 30, 2020.
6. 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.

**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.

**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.

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

**K. Miscellaneous/Other Provisions**

1. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 48-hour notice to all unit members to prepare for return to the classroom with students.
2. The District shall consult with the bargaining unit to create a Return to Work Plan to ensure all bargaining unit members safety including but not limited to:
  - Adequate cleaning
  - Bathroom and Hygiene Supplies
  - Provide soap and paper towels in ALL dispensers throughout sites.
3. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties) .
4. The District must update and implement safety plans for all buildings.
5. The Parties agree to mutually review and adjust, if necessary, the timelines and procedures related to transfers and hiring for the 2020-2021 school year no later than April 15, 2020.
6. The Parties agree that the 2019-20 school year shall not be extended unless an agreement to extend is reached between the parties.

**L. Oakland Educator Wellness Day**

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, 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.

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

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.

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For the Association

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