

**Ocean View School District
and
Ocean View Teachers Association**

2020-21 Distance Learning/Hybrid Reopening Plans
Memorandum of Understanding (MOU) Amendment Includes:
Modified 5-day In Person Schedule
for
Transitional Kindergarten (TK) thru 5th Grade General Education Students
AND
Additional MOU Modifications Affecting ALL Unit Members

On September 8, 2020, the District and Association negotiated in good faith, agreed to, and ratified the 2020-21 Distance Learning/Hybrid Reopening Plans Memorandum of Understanding (MOU). Our jointly developed district-wide plan for the 2020-21 school year, includes the TK-8 Virtual Academy and a Distance Learning/Hybrid model. At the beginning of the 2020-21 school year, the parties were cautiously optimistic that the pandemic would be sufficiently contained to safely enable OVSD to resume normal operations. At this moment, it is evident that the state and federal COVID-19 mandates, while much improved since March 16, 2020, continue.

In accordance with our Partnership between Administration and Labor (PAL) principles, this MOU Amendment is further evidence of our collaborative work. The District and Association remain committed to return to a pre-COVID-19 regular, traditional in person instructional schedule and delivery method with mandated and advisory safety and sanitation precautions in place as soon as official permission is granted by the Governor, the California Department of Health, California Department of Education, Centers for Disease and Prevention (CDC) and the California Department of Public Health (CDPH). In the meantime, the purpose of this MOU Amendment is to provide clarity, direction, and support to current and new employees, students, and the community within the context of ongoing fluid circumstances that require continued flexibility and adaptation.

The District and Association agree to maintain the provisions of the current collective bargaining agreement (CBA) and the 2020-21 Distance Learning/Hybrid Reopening Plans Memorandum of Understanding except as follows:

1. Term of Agreement

Modify Section 1. Term of Agreement to include the newly created Section C., D., and E. below:

C. Effective March 29, 2021, this MOU Amendment shall remain in effect until the last day of the 2020-21 school year, June 24, 2021.

D. With the exception of Westmont and Golden View Elementary Schools and a few current, newly formed, or dissolved Combination Classes, the elementary Modified 5-day In Person transition timeline shall be implemented in three (3) phases by grade levels as follows:

Phase 1	Grades TK, K, and 1	Effective March 29, 2021
Phase 2	Grades 2 and 3	Effective April 12, 2021
Phase 3	Grades 4 and 5	Effective April 19, 2021

NOTE: In accordance with this MOU Amendment, the elimination of a Combination Class may occur and/or a new Combination Class may be formed. When this happens the phase in start date will align with the lower grade level represented in the Combination Class.

Example:

1. A current 1st/2nd Grade Combination Class is dissolved and results in the formation of a new K/1st Grade Combination Class.
2. The 2nd grade students from this 1st/2nd Grade class will form a new 2nd grade class.
3. The 1st/2nd Grade Combination Teacher may choose to teach the newly formed K/1st Grade Combination Class or teach the new straight 2nd Grade class.
4. In circumstances such as these, the new K/1st Combination Class and new 2nd Grade Class shall be phased in with the earlier phase, in this example, both new classes would begin during the Phase 1 transition as delineated above.

NOTE: The PAL process shall be utilized to discuss and determine the logistics regarding the transfer of students that may result in the formation of any new class.

E. After a thorough analysis of personnel and facilities, the parties agree that Westmont and Golden View Elementary Schools currently have in place the facilities and personnel to safely accommodate and transition all grade levels, TK through 5th Grade, into the Modified 5-day In Person Schedule. Westmont and Golden View TK through 5th Grade students and staff shall make the transition simultaneously on March 29, 2021.

2. Acknowledgement

Modify Section 2. Acknowledgement to include the newly created Sections E., F., and G. below:

E. On Thursday, March 11, 2021, President Joe Biden signed the \$1.9 trillion American Rescue Plan into law. The stimulus bill earmarks nearly \$170 billion for education, including \$122.8 billion for a third round of funding into the Elementary and Secondary School Emergency Relief (ESSER) Fund. Utilizing Federal and State grant monies, class sizes in grades TK through 5th shall be reduced in compliance with the CDPH of four feet

(4') distancing between student chairs in a classroom. In accordance with the available space in each TK through 5th grade elementary classroom district-wide, the parties acknowledge that a minimum of thirty-seven (37) certificated teachers will be needed to be in compliance with the CDPH social distancing mandates. These teachers shall be placed across nine (9) elementary schools in the District.

- G. Should state and/or federal mandates change regarding social distancing once this MOU Amendment is signed, the parties agree to meet and negotiate any new social distancing mandates that could safely allow class sizes to increase in accordance with Section 12. Class Size and Section 19. Health and Safety below. Any adjustments to class sizes shall only occur after the parties review, meet, and negotiate any new mandates.

3. Definitions

Provisions Maintained.

4. Compensation, Benefit, and Employment Status

Modify Section 4. Compensation, Benefit, and Employment Status to include the newly created Section F. below:

- F. In addition to CBA Article XIII Salaries, Section 13.6 and MOU Section 4.E. Stipends, Full-time Unit Members, in active status as of March 1, 2021, shall earn the stipends as delineated in the Additional Stipends Chart below for the 2020-21 work year.

1. MOU Section 4.E. Stipends shall remain unchanged. If a Combination Class is dissolved, he/she/they shall continue to receive the Elementary Combination Teacher stipend per semester as agreed on September 8, 2020.
2. Part-time Unit Members shall receive a proportionate stipend as delineated in the Additional Stipends Chart below in accordance with their employment contract.
3. Newly hired Unit Members shall receive a proportionate stipend as delineated in the Additional Stipends Chart below in accordance with their employment contract.
4. Full-time Unit Members who worked less than the 184 day work year due to an approved leave of absence in accordance with CBA Article VII Work Year Section 7.1 shall receive a proportionate stipend as delineated in the Additional Stipends Chart below in accordance with the number of days the Unit Member performed his/her/their duties. Leaves of absence include medical, personal, and/or family leaves.

Example:

30 Days of Leave minus 184 day work year (100%) = 154 (83.6%)

The Unit Member earned 83.6% of the stipend delineated in the Additional Stipends Chart below.

5. Full-time or Part-time Unit Members, who requested and were granted a one year leave of absence during the 2020-21 school year, shall not receive the stipends delineated in the Additional Stipends Chart below. Leaves of absence include medical, personal, and/or family leaves.

Additional Stipends Chart:

	Description	Amount	Approximate # of FTEs
1	All Full-time Hybrid/In Person Special Education Special Day Class (SDC) SDC Preschool, SDC Elementary Teachers, SDC Middle School Teachers, RSP, Nurses, Adapted Physical Education (APE), & Speech Language Pathologists (SLP) <i>in active status as of March 1, 2021</i>	\$1,450/ year	76
2	All Full-time Hybrid/In Person & Virtual Academy Unit Members <i>in active status as of March 1, 2021</i>	\$2,250/ year	366
3	All Newly Hired Hybrid/In Person Unit Members NOTE: <i>New employees must work at least ten (10) or more workdays in the month to receive the per month stipend. New employees are expected to be employed for approximately 3 months until the end of the 2020-21 school year.</i> \$2,250/year for full-time Unit Members prorated = \$225/month for new Unit Members	\$225/ month	37
4	Mentor Teacher(s) NOTE: <i>See Section 23. below for additional details regarding the role & responsibilities</i>	\$600/ year	37
5	Newly formed Combination Classes NOTE: <i>New Combination Class Teachers must work at least ten (10) or more workdays in the month to receive the per month stipend.</i> \$950/year for full-time Unit Members prorated = \$95/month for new Unit Members	\$95/ month	
6	Unit Members Moving Classrooms NOTE: <i>Current Virtual and/or Hybrid/In Person Unit Members, who must pack and move their classroom to accommodate his/her class size, shall have the option to earn a \$120 stipend and/or be provided a one day substitute to complete this temporary move. For the 2021-22 school year, the affected Unit Member shall return to his/her classroom after the temporary 3-month move.</i>	\$120 or One (1) Release Day	TBD

5. Sick Leave

Modify Section 5. Sick Leave to include the newly created Section D. below:

D. The District shall grant up to 80 hours/10 days (prorated for part-time) of paid sick leave for Unit Members who miss work when either (1) he/she/they tests positive for COVID-19, (2) has a probable positive COVID-19 doctor's note and must isolate from others, or (3) for Unit Members who miss work to quarantine as a result of close contact with an individual, from their immediate household or work site, who tested positive for COVID-19. It is the Unit Member's responsibility to contact the Human Resources Department if they believe they had an absence that should have been covered by this MOU AMENDMENT.

1. This additional paid sick leave shall only be provided to Unit Members who have not utilized the Emergency Paid Sick Leave (EPSL) as authorized in the Families First Coronavirus Act (FFCRA) which expired on December 31, 2020.
2. This additional sick leave may only be accessed one time and cannot be combined with EPSL noted in Section D.1 above. This leave does not replace or extend the expired December 31, 2020, FFCRA leave.
3. Unit Members must submit a doctor's note or COVID-19 test results to the Human Resources department to be eligible for this additional leave and meet the following criteria:
 - a. Employee tests positive for COVID-19 or is confirmed to be a COVID-19 probable case in accordance with CDPH guidelines
 - b. Employee must self-quarantine as a result of contact tracing associated with the employee's immediate household and/or at their work site that confirms close contact with a confirmed COVID-19 positive test
 - c. Employee is experiencing COVID-19 symptoms and seeks a medical diagnosis

6. Work Location

Modify Section 6. Work Location to include the newly created Section C. below:

C. Effective May 3, 2021, until the end of the 2020-21 school year, during the Modified 5-day In-Person Schedule all General and Special Education Unit Members, who provide instruction and/or services for any Preschool through 5th grade student(s), shall be expected to work from his/her/their assigned school site until the end of his/her/their seven and a half hour (7 ½ hour) work day.

7. Hours

Modify Section 7. Hours to include the newly created Section D., E., F., G., and H. below:

D. All Elementary In Person General Education and Special Education Unit Members shall instruct/provide services, in Person, five (5) days a week, Monday through Friday, in accordance with the Phase In transition dates as noted in Section 1. D. above.

E. Daily Schedule - All Elementary In Person General Education and Special Education Unit Members on a daily basis shall instruct/provide services as follows:

1. For Grades TK and K *8:00 – 11:45 or *8:30 – 12:15
*NOTE: Depends on each school's start time

(See Appendix A for daily schedule.)

NOTE: For staff and student safety, TK and K students shall end their day thirty-five (35) minutes before Grades 1st through 5th in order to decrease the number of families from gathering at the end of the school day to continue COVID-19 mitigation tactics.

2. For Grades 1st through 5th *8:00 – 12:20 or *8:30 – 12:50
*NOTE: Depends on each school's start time

(See Appendix A for daily schedule.)

NOTE: Unit Members shall not be responsible for lunch duty supervision during the instructional day. In accordance with CBA Article VI Basic Workday, Section 6.1.1, Unit Members shall be granted a duty free lunch.

F. On or before each grade levels phase in date in accordance with Section 1. D. above, the District shall provide an i-Ready diagnostic report to each teacher for his/her/their students. Teachers shall review and assess this data prior to the creation of classes, so that they are prepared to implement Section 7G. and Section 7H. below.

G. Effective Monday, May 3, 2021, all General Education In Person Elementary and SDC Teachers, shall provide an additional hour of to address lost learning time due to the COVID-19 pandemic particularly in English Language Arts (ELA) and Math. To meet the needs of our students, this additional instructional time shall be used to enhance grade level ELA and Math California Standards based curriculum in a smaller group setting.

1. Elementary SDC Teachers, Intensive Preschool SDC Teachers, RSP, and Speech and Language Pathologists (SLPs) shall have the professional discretion to utilize this additional hour of instructional time to provide services to their students with special needs for the purpose of addressing their IEP goals, reinforcing curriculum, and ensuring compliance with their IEPs.
2. All Elementary Teachers shall have the professional discretion to utilize this additional hour of instructional time to provide age appropriate standards based instruction for enrichment, remediation, and acceleration.
3. This additional instructional time may include and is not limited to cross-curricular activities, learning games, writing, projects, movement embedded skill development, and any other highly engaging activities to help students adjust to a longer school day.

H. Students enrolled in a teacher's class will be divided into two groups (ex. Group A and Group B).

1. On Mondays and Tuesdays, the Teacher will meet with students in Group A for additional small group standards based instruction.
2. On Thursdays and Fridays, the Teacher will meet with students in Group B for additional small group standards based instruction.
3. Teachers shall have the professional discretion to create two well-balanced groups of students and shall determine which students are assigned to Group A and Group B. These assignments may be changed to ensure families stay together in Group A or B. To meet the needs of all students equitably, students shall only be designated to attend this additional hour two (2) days a week.
4. To provide parents a two (2) week advance notice, on or before Wednesday, April 16, 2021, Teachers shall notify his/her/their School Site Administrator of their student groupings. Before the Group A and B information is sent to families, the School Site Administrator will provide a list of the final groupings to their Teachers. The School Site Administrator shall be responsible for communicating the groupings and the two days the student shall be expected to attend this additional small group instruction time.

(See Appendix B for daily schedule)

8. First two (2) NON-Student Days of School

Provisions Maintained.

9. First three (3) Days of School for Elementary School

Provisions Maintained.

10. First three (3) Days of School for Middle School

Provisions Maintained.

11. First three (3) Days of School for Elementary and Middle School Special Education for Special Day Classes (SDC)

Provisions Maintained.

12. Class Size

Modify Section 12. Class Size to include the newly created Section G. below:

G. When the Modified 5-day In Person Model is in effect until the end of the 2020-21 school year, TK through 5th Grade Class Sizes will be temporarily modified through the months of March, April, May, and June. For general education TK through 5th grade, class size maximums shall be per classroom based on each classroom's available space.

1. To protect Teachers, each classroom will have a designated teaching section that shall be six (6') feet deep from the front of the classroom to the hanging clear

4' x 8' plexiglass shield and run across the length of the classroom. For Special Education Classes only and by mutual agreement with the Association and District, an exception may be made for the removal of the plexiglass shield for the safety of our students with special needs.

2. Behind the clear 4' x 8' plexiglass shield, each student will be safely protected by a four foot (4') diameter/bubble with their student desk and chair. Four feet (4') is measured from the right or left side of a student's chair to the corresponding side of the student's chair either to the side, in front of, or behind him/her/them. If new guidance is released regarding social distancing, Section 12.G.5. may be initiated by either party.
3. The student's desk and chair nearest to a sink in a classroom shall be placed four (4') feet away from the sink.
4. To allow students safe access to and from their desk when they enter and exit the classroom, reasonably sized aisles will be maintained.
5. Should it be mathematically determined that an additional desk(s) could be added in accordance with the distances established in Sections 12.G.1. through 12.G.4 above, then the PAL process may be initiated by the School Site Administrator. By mutual agreement between the affected Teacher, OVTA Site Representative or his/her/their designee, and School Site Administrator the class size maximum may be increased. If an active OVTA Site Representative is not available at the school, then the school site administrator shall contact the Association's Teachers Advocate, who will take on the OVTA Site Representative's responsibility. Should mutual agreement be reached to add an additional desk(s), the school site administrator will document this agreement in writing and send an email to the Association's Teachers Advocate and the Assistant Superintendent of Human Resources.

13. PREP/Planning – All Unit Members

Provisions Maintained.

14. PREP/Planning Time and Staff Meetings – Elementary

Modify Section 14. PREP/Planning Time and Staff Meetings - Elementary to include the addition to Section E., reformatting correction in the September 8, 2020 MOU delineated in Section F and G, and the newly created Sections H. and I. below:

E. Staff Meetings

5. When the Modified 5-day In Person Amendment is in effect, as of March 29, 2021, staff meetings may be held in person and/or virtually. To safely hold an in person meeting, all health and safety CDPH mandates must be adhered to at all times in accordance with Section 19 Health and Safety below.
6. Effective March 29, 2021, and until the last day of the 2020-21 school year, District Directed Time shall continue to be held on the 1st and 3rd Wednesdays for no more

than two (2) hours per month at the end of the student’s instructional day. The PAL process between the School Site Administrator and OVTA School Site Rep shall be used to decide when and what time staff meetings must take place depending on the content to be shared with staff at the site. Through the PAL process and mutual agreement, these two (2) hours per month may be scheduled on any first and third Wednesday during the month and may be divided into any increment of time (30, 45, 60, 90, 120 minutes) for a maximum of two (2) hours per month. The second and fourth Wednesdays of each month shall be designated as Teacher planning days. These days may be changed by mutual agreement by the School Site Administrator and OVTA School Site Rep.

Section F. Transition to Hybrid Model Staff Meeting

(NOTE: MOU page 10 mislabeled Section J.)

Provisions Maintained

Section G. Hybrid PREP/Planning Time – Elementary School

(NOTE: MOU signed September 8, 2020, page 10 mislabeled Section F. - CHART showing Elementary Hybrid PREP/Planning Time is eliminated and no longer in effect as of March 29, 2021.)

Provisions Maintained

H. PREP/Planning Time: Beginning March 29, 2021 and in accordance with each Grade Level’s Phase in date in Section 1. D. above for all elementary schools, PREP/Planning Time on Mondays, Tuesdays, 2nd & 4th Wednesdays, Thursdays, and Fridays is as follows:

Grade Level	8:00 AM Start Time	8:30 AM Start Time	Effective
TK and K	12:25 PM - 3:00 PM	12:55 PM - 3:30 PM	March 29, 2021
1st	1:00 PM - 3:00 PM	1:30 PM - 3:30 PM	March 29, 2021
2nd and 3rd	1:00 PM - 3:00 PM	1:30 PM - 3:30 PM	April 12, 2021
4th and 5th	1:00 PM - 3:00 PM	1:30 PM - 3:30 PM	April 19, 2021

NOTE: This additional PREP/Planning Time shall begin on March 29, 2021, and shall end on May 3, 2021.

I. Effective May 3, 2021, until the end of the 2020-21 school year, PREP/Planning Time on Mondays, Tuesdays, 2nd & 4th Wednesdays, Thursday, and Fridays is as follows:

Grade Level	8:00 AM Start Time	8:30 AM Start Time	Effective
TK and K	1:50 PM - 3:00 PM	2:20 PM - 3:30 PM	May 3, 2021
1st through 5th	2:00 PM - 3:00 PM	2:30 PM - 3:30 PM	May 3, 2021

NOTE: This PREP/Planning Time shall begin on May 3, 2021, and shall end on the last day of the 2020-21 school year.

15. PREP/Planning Time and Staff Meetings - Middle School

Modify Section 15. PREP/Planning Time and Staff Meetings - Middle School to include the newly created Section L. below:

- L. The Middle School SubCommittee shall reconvene and develop a plan to enhance the current Hybrid Schedule. To enhance the Middle School Hybrid Schedule the District directed time established in the MOU shall be reduced to accommodate any suggested enhancement. The parties agree to continue to meet and negotiate this matter.

16. 100% Distance Learning & Hybrid Instruction, Student Learning, and Office Hours

Modify Section 16. 100% Distance Learning & Hybrid Instruction, Student Learning, and Office Hours to include the newly created Section B. below:

- B. Effective March 29, 2021, Office Hours as noted in MOU Section 16.A.9 shall be eliminated.

17. Grading/Assessment

Provisions Maintained.

18. Full Distance Learning Reporting to Any District Site/Work Location

Provisions Maintained.

19. Health and Safety

Modify Section 19. Health and Safety to include the newly created Sections J., K., and L. below:

- J. The District will continue to maintain COVID -19 Safety protocols. Students and staff will continue to self-screen at home for COVID-19 like symptoms and notify the site if they believe their symptoms may be COVID-19 related. The District will continue to implement layers of protection including, but not limited to, cloth face covering service, sanitizing wipes, wall mounted hand sanitizer, hand-washing stations at larger schools, touch-free thermometers for first level screening, individual clear plexiglass shields on each student desk, and clear 4' x 8' Plexiglass panels to create a safe teaching zone.
- K. Distance between Students and Teachers: To be in alignment with the current CDC social distancing mandate, the parties agree that the following social distance mandates shall be required and adhered to at all times:
 - 1. Each student's chair will be placed four feet (4') apart from the chair next to, in front of, and behind each student.
 - 2. The student's chair nearest to a sink in a classroom shall be located four feet (4') away from the sink.
 - 3. For teaching, the student's chairs in the front row of a classroom will be placed six feet (6') away from the front of the class.

4. To allow students safe access to and from their desk when they enter and exit the classroom, reasonably sized aisles will be maintained.
- L. All current safety protocols will continue to be adhered to including the use of face coverings, hand washing, social distancing. Gloves and gowns are available PPE but are not required to be worn. Teachers who do not adhere to these safety protocols shall be provided with a written reminder via email. Should the safety protocols not be adhered to again, the Teacher shall be disciplined accordingly. Choosing not to adhere to district, state, and federal safety mandates shall not be tolerated.

20. Equipment and Support

Modify Section 20. Equipment and Support to include the newly created Sections F., G., H., and I. below:

- F. The District shall provide all newly hired Unit Members computer/laptop, and a document camera.
- G. Desks: To be in compliance with the CDPH social distancing mandates, the District shall provide desks for elementary classrooms to accommodate their class size in accordance with Section 12 Class Size and Section 19 Health and Safety .
- H. School Benches: To be in compliance with the CDPH social distancing mandates during lunch times at each elementary school, the District will provide as practicable benches to accommodate their school size in accordance with Section 19 Health and Safety.
- I. Student Chromebooks: At the beginning of the 2020-21 school year, all students were given the opportunity to check out Chromebooks and keep them until the end of the 2020-21 school year. Utilization of Chromebooks during the Modified 5-day In Person instructional day shall be at teacher discretion.

21. Professional Development

Modify Section 21. Professional Development to include the newly created Section D. below:

- D. Effective March 29, 2021, until the end of the 2020-21 school year, the only additional professional development time required shall be the preparation to administer the Smarter Balanced Summative Assessments to Grades 3 through 8 required by the State. The parties expect that the time needed for this preparation shall be included as part of the District directed time maximum of two (2) hours per month in accordance with Section 14.E.6. above. However, if it is deemed necessary through the District and Association and/or the Site and OVTA Site Representative PAL process, each school may request up to an additional thirty (30) minutes to train Grades 3 through 8 teachers on the administration of the Smarter Balanced Summative Assessments.

22. Evaluation Procedures

Provisions Maintained.

23. Agreement to Meet and Negotiate

Provisions Maintained.

24. Class Reconfiguration

Add a NEW Section 24. Class Reconfiguration to include the newly created Amendment language below:

- A. Class Reconfiguration: Teachers and School Site Administrator will work collaboratively to reconfigure classes as needed.
1. Movement of students: After communicating with the affected Unit Member(s), the School Site Administrator shall have the sole responsibility to communicate all student placements with students' families. When the class roster is finalized and it is determined that a student will be placed with a new Teacher and/or new class, the School Site Administrator shall be solely responsible for notifying parents/families. To ensure message consistency, the jointly developed message and protocol to notify parents will be consistent District-wide.
 2. Similar to the formation of classes during a normal traditional school year, Teachers will follow their established protocol to form any new class.
 3. Every effort shall be made to create a well-balanced class of students both academically and socially. Decisions to identify students to move into a new class shall be based on multiple measures which may include, but are not be limited to, the following criteria:
 - a. Teacher Input
 - b. Grade Level Input
 - c. Gender Ratio
 - d. English Fluency
 - e. Special Education Services/504
 - f. GATE identified
 - g. i-Ready data

25. Mentor Teacher(s)

Add a NEW Section 25. Mentor Teacher(s) to include the newly created Amendment language below:

- A. The primary function of Mentor Teacher(s) shall be to provide assistance and guidance to newly hired Teachers for the 2020-21 school year during their designated prep/planning time. Mentor Teacher(s) shall not be required to work beyond their seven and a half hour (7 ½) hour contractual day in accordance with CBA Article VI Hours Section 6.1.1 and Section 7. above.

- B. Mentor Teacher(s) shall not participate in the evaluation of any Teacher. The Site Administrator shall not question the Mentor Teacher(s) regarding the performance of the newly hired Teacher at any time.
- C. Mentor Teacher(s), in accordance with Section 4.E.10 Compensation, Benefit, and Employment Status above, shall earn a stipend. The total stipend of six hundred dollars (\$600) shall be divided evenly amongst the teachers at the grade level who volunteer to serve as Mentor(s) for the newly hired Teacher. If there is only one Mentor available at the school site, then this individual shall earn the full stipend (\$600).

26. Assignment of Teachers

Add a NEW Section 26. Assignment of Teachers to include the newly created Amendment language below:

- A. For the remainder of the 2020-21 school year, In Person General Education Elementary NON-Combination Teachers shall maintain their current teaching position unless the Teacher chooses to volunteer to teach a newly established class at his/her/their school site.
- B. For the remainder of the 2020-21 school year, In Person General Education Elementary Combination Teachers whose combination class is dissolved, in accordance with this MOU Amendment, shall be given the opportunity to:
 - 1. Teach the newly formed combination class; or
 - 2. Teach the newly formed non-combination class.
- C. The parties acknowledge that the 2020-21 school year has and continues to be one of extraordinary challenges and opportunities. With this in mind, should a unique circumstance arise in the process of dissolving a combination class an exception could be potentially made to Section 26.B. This exception shall involve the Assistant Superintendent of Human Resources, the Association’s Teachers Advocate, the School Site Administrator, and the affected Unit Member(s).

2020-21 Distance Learning/Hybrid Reopening Plans

Memorandum of Understanding

Amendment, March 17, 2021

Date: 3.18.2021 Time: 3:30pm

Date: March 18, 2021 Time: 3:30:pm

Bryan Leipper
 Bryan Leipper
 Negotiations Chair
 Ocean View Teachers Association

Felix Avila
 Felix Avila
 Assistant Superintendent, Human Resources
 Ocean View School District

Appendix A
Elementary 5 Day a Week In-Person Instruction Schedule
Monday through Friday

Phase 1: Effective March 29, 2021

Transitional Kindergarten (TK) and Kindergarten

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 11:45 AM	8:30 AM – 12:15 PM
Lunch	11:45 AM – 12:25 PM	12:15 PM – 12:55 PM
PREP/Planning Time	12:25 PM – 3:00 PM	12:55 PM – 3:30 PM

First grade

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 12:20 PM	8:30 AM – 12:50 PM
Lunch	12:20 PM – 1:00 PM	12:50 AM – 1:30 PM
PREP/Planning Time	1:00 PM – 3:00 PM	1:30 PM – 3:30 PM

Phase 2: Effective April 12, 2021

Second and Third Grades

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 12:20 AM	8:30 AM – 12:50 PM
Lunch	12:20 PM – 1:00 PM	12:50 PM – 1:30 PM
PREP/Planning Time	1:00 PM – 3:00 PM	1:30 PM – 3:30 PM

Phase 3: Effective April 19, 2021

Fourth and Fifth Grades

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 12:20 PM	8:30 AM – 12:50 PM
Lunch	12:20 PM – 1:00 PM	12:50 PM – 1:30 PM
PREP/Planning Time	1:00 PM – 3:00 PM	1:30 PM – 3:30 PM

Appendix B

Elementary 5 Day In-Person Instruction Schedule

English Language Arts and Math Student Enrichment, Remediation, and Acceleration Period

All Grade (TK to 5) Levels Including Special Education

Effective May 3, 2021

Transitional Kindergarten and Kindergarten

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 11:45 AM	8:30 AM – 12:15 PM
Lunch	11:45 AM – 12:25 PM	12:15 PM – 12:55 PM
<i>4 Days per Week Enrichment, Remediation, and Acceleration (2 days per group)</i>	12:25 PM – 1:50 PM	12:55 PM – 2:20 PM
PREP/Planning Time	1:50 PM – 3:00 PM	2:20 PM – 3:30 PM

First through Fifth Grades

Teacher Start Time	7:30 AM	8:00 AM
Student Start Time	8:00 AM	8:30 AM
Instruction	8:00 AM – 12:20 PM	8:30 AM – 12:50 PM
Lunch	12:20 PM – 1:00 PM	12:50 PM – 1:30 PM
<i>4 Days per Week Enrichment, Remediation, and Acceleration (2 days per group)</i>	1:00 PM – 2:00 PM	1:30 PM – 2:30 PM
PREP/Planning Time	2:00 PM – 3:00 PM	2:30 PM – 3:30 PM

***NOTE**

Enrichment, Remediation, and Acceleration as noted above

Students will be divided into two groups (i.e. – Group A and Group B).

Students in Group A will be provided instruction every Monday and Tuesday as indicated above.

Students in Group B will be provided instruction every Thursday and Friday as indicated above.

IMPORTANT: Should the Teachers at the school choose to implement a different lunch schedule, they may initiate the PAL process. By mutual agreement between the affected staff, School Site Administrator, and OVTA Site Rep and/or his/her designee, the lunch schedule provided above may be modified.

Appendix C

Classroom Seat Capacity Maximums

Nothing less than four feet (4') of distance between student chairs must be maintained. It must be noted that classroom seat capacity can fluctuate depending on the classroom size, available floor space, and type of student desk in the room. Classrooms which may need additional student desks will be set up beginning on March 22, 2021.

Portable Classrooms District-wide 21 MAX

School Site	Room (Building)	Pod
Circle View	N/A	19 5 – Room POD 17 6 – Room POD
College View	23 – 24	
Golden View	Has the facilities and personnel to accommodate all students	
Harbour View	17-22	
Hope View	22	
Lake View	21	
Oak View	20	
Star View	20	
Village View	23	
Westmont	19-23	

In accordance with AMENDMENT MOU CLASS SIZE Section 12. G. 5

Should it be mathematically determined that an additional desk(s) could be added in accordance with the distances established in Sections 12.G.1. through 12.G.4 above, then the PAL process may be initiated by the school site administrator. By mutual agreement between the affected teacher, OVTA Site Representative or his/her designee, and school site administrator the class size maximum may be increased. If an active OVTA Site Representative is not available at the school, then the school site administrator shall contact the Association's Teachers Advocate, who will take on the OVTA Site Representative's responsibility. Should mutual agreement be reached to add an additional desk(s), the school site administrator will document this agreement in writing and send an email to the Association's Teachers Advocate and the Assistant Superintendent of Human Resources.