

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAK GROVE SCHOOL DISTRICT  
AND  
OAK GROVE EDUCATION ASSOCIATION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Oak Grove School District (“District”) and the Oak Grove Education Association (“OGEA”) (collectively referred hereto as “Parties”), based on the terms and conditions specified below.

**Recitals**

- A. In January 2019, the Parties met to negotiate the effects of the proposed decision to close certain grades at Del Roble Elementary School (“Del Roble”) due to the implementation of the Two-Way Bilingual Immersion Program (“TWBI”) at Del Roble.
- B. On February 28, 2019, the Parties reached a Conceptual Agreement regarding the impacts of the proposed closure of certain grades at Del Roble beginning in the 2019-20 school year and thereafter, due to the implementation of the TWBI.
- C. The plan for the transition of the Del Roble neighborhood school into a Two Way Bilingual Program School TWBI is as follows:
  - a. 2019-2020 School Year: TK and Kindergarten Grades closed
  - b. 2020-2021 School Year: First Grade closed
  - c. 2021-2022 School Year: Second Grade closed
  - d. 2022-2023 School Year: Third Grade closed
  - e. 2023-2024 School Year: Fourth Grade closed
  - f. 2024-2025 School Year: Fifth Grade closed
  - g. 2025-2026 School Year: Sixth Grade closed
- D. The Conceptual Agreement addresses reassignments, moves and support associated with the grade closures and necessary transfer only for the 2019-2020 school year, and succeeding years as additional grades are eliminated.
- E. This Conceptual Agreement addresses the reassignments and moves of any current 2018-2019 Del Roble (excluding TWBI) certificated staff member to another existing Oak Grove School District site, whether by involuntary or voluntary transfer. Teachers hired after the 2018-2019 school year will not be covered under this agreement.
- F. This MOU memorializes the terms agreed to by the Parties on March 14, 2019.

**Agreement**

- 1. The Parties agree that the recitals set forth above are correct.
- 2. The Parties agree to and will implement the terms of the March 14, 2019 Conceptual Agreement as set forth below:

## Transfer Process

- a. The OGEA President and the Assistant Superintendent will set up a personal meeting with the affected member(s) by March 15 of each year to discuss site and grade-level preferences. The member will submit three (3) site and grade-level preferences choices. These meetings will be held yearly through the term of this agreement.
- b. Absent extraordinary circumstances, there will be no bumping of unit members at grade levels at existing sites once assignments of existing staff are made.
- c. Principals will set class assignments of existing staff no later than April 15<sup>th</sup> of each year.
- d. Unit members who are transferred from closed grades will receive their school and grade level assignment no later than May 14<sup>th</sup> of each succeeding year.
- e. To the extent possible, transferred teachers from closed grades will not be assigned to a combination class unless they request a combination class.
- f. No teacher will be required to interview for a teaching position.
- g. **TOSAs and Coaches** will be assigned to schools based on needs.
- h. **SLPs and Psychologists** will be assigned based on student needs.
- i. **RSP teachers** will be assigned based on case load and student needs.

## Release time or compensation for classroom teachers

- a. Spring Packing
  - i. Early release days during the last two weeks of school (8 hours) may be used by affected classroom teachers for packing classroom supplies and materials.
  - ii. Affected teachers will receive a stipend in an amount equivalent of two (2) days pursuant to section 12.5.11 of the Collective Bargaining Agreement to pack their classrooms. Classrooms should be packed and prepared for moving no later than one week following the close of the school year. This stipend will be paid in the June paycheck.
  - iii. Teachers at closed grades may be released for the afternoon session of the final AB Day of the school year to pack and organize their SEAL and/or ELD materials.
- b. Before School (August 2019 and succeeding years through the duration of this agreement) Unpacking and Set Up
  - i. Teachers will receive a stipend in an amount equivalent of two (2) days pursuant to section 12.5.11 of the Collective Bargaining Agreement to unpack and set up their classroom. This stipend will be paid in the August paycheck.

## Moving Support

- a. Packing materials (boxes, tape, labels, etc.) and instructions will be provided to each unit member required to pack their classroom as a result of their grade closing. Unit members will be provided twenty (20) boxes in their classroom for moving and additional boxes will be available upon request.
- b. Affected unit members will be provided a packing checklist detailing the items to be packed and instructions for packing and labeling classroom supplies and materials.

District designated movers will be responsible for moving packed boxes. District IT staff and/or designated movers will pack and move IT/AV equipment.

- c. Unit members are not responsible for lifting or moving boxes outside of their classroom.
  - d. The District will move personal items packed and/or labeled by affected unit members. The District is not liable for damage to personal items that are moved by District designated movers.
  - e. Affected unit members will be notified when their new classroom is ready for move in, which will be no later than August 1.
3. This MOU is intended to address issues with the grade closures at Del Roble for the 2019-20 school year and succeeding years as additional grades are eliminated, and shall not create a past practice or be deemed precedential in any manner whatsoever.
4. Except as otherwise provided in this MOU, all other terms and conditions of the Parties' collective bargaining agreement regarding employee transfer and assignment and compensation for moving shall remain the same.
5. The undersigned Parties represent that they are authorized to execute this Agreement on behalf of their principals and that the Parties, by their signatures below, enter into this MOU as of the date below.

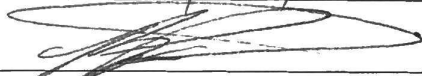
**On Behalf of the District**

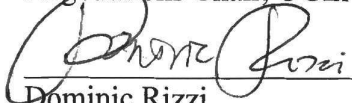
Dated: \_\_\_\_\_

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Andrew A. Garcia  
Assistant Superintendent  
Oak Grove School District

**On Behalf of OGEA**

Dated: 3/14/19

  
\_\_\_\_\_  
Bob Prola  
Negotiations Chair, OGEA

  
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Dominic Rizzi  
President, OGEA