

**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. On January 25 and February 1, 2018, the Parties met to negotiate the effects of the proposed decision to close certain District schools;
- B. On February 1, 2018, the Parties reached a Conceptual Agreement regarding the impacts of the proposed closure of three District schools beginning in the 2018-19 school year.
- C. The Conceptual Agreement addresses assignments, moves and support associated with the school closures and necessary transfer for the 2018-19 school year only.
- D. This MOU memorializes the terms agreed to by the Parties on February 1, 2018.

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 February 1, 2018 Conceptual Agreement as set forth below:

Transfer Process

- a. A preference form will be developed and disseminated to affected unit members after consultation with the OGEA President. The form will be disseminated to the affected employees no later than February 28, 2018 and due back to the Assistant Superintendent of Human Resources by March 9, 2018.
- b. Preference forms will be reviewed and assignments made by the Assistant Superintendent of Human Resources based on seniority cohort by year.
- c. Absent extraordinary circumstances, there will be no bumping of unit members at grade levels at existing sites once assignments of existing (2017-18) staff are made.
- d. Principals will set class assignments of existing (2017-18) staff no later than April 13, 2018.
- e. Unit members who are transferred from closed schools will receive their school and grade level assignment no later than May 14, 2018.
- f. To the extent possible, transferred teachers from closed schools will not be assigned to a combination class unless they request a combination class.
- g. Whenever possible, unit members in temporary employment status will remain at their current school site.

- h. No teacher will be required to interview for a teaching position.
- i. **TOSAs and Coaches** will be assigned to schools based on needs.
- j. **SLPs and Psychologists** will be assigned based on student needs.
- k. **RSP teachers** will be assigned based on case load and student needs.

Release time or compensation for classroom teachers (including TWBI and RSP teachers)

- a. Spring Packing
 - i. Early release days 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 the amount of \$300 (equivalent of two (2) days pursuant to section 12.5.11 of the Collective Bargaining Agreement) to pack their classroom by June 15, 2018. This stipend will be paid in the June paycheck.
 - iii. Teachers at closed sites will be released for the afternoon session of the May 21, 2018 AB Day to pack and organize their SEAL and/or ELD materials.
- b. Before School (August) Unpacking and Set Up
 - i. Teachers will receive a stipend in the amount of \$300 (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.
- c. **Speech Therapists** at the closed school sites will be released from student contacts for one (1) work day in June 2018 to pack materials. This day shall be requested to and approved by their assigned manager.
- d. **School Psychologists** at the closed school sites will select one (1) work day after the student school year ends to pack materials. This day shall be requested to and approved by their assigned manager.
- e. **TOSAs** at closed school sites will be provided up to two (2) work days in June to pack and two (2) workdays in August 2018 to unpack and organize materials. This day shall be approved by their assigned supervisor.

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 school 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. Packing and safety guidelines will be developed by the District, in conjunction with the OGEA President, and disseminated to affected unit members.
- c. District designated movers will be responsible for moving packed boxes. District IT staff and/or designated movers will pack and move IT/AV equipment.
- d. Unit members are not responsible for lifting or moving boxes outside of their classroom.
- e. 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.
- f. Affected unit members will be notified when their new classroom is ready for move in, which will be no later than August 3, 2018.

School Culture

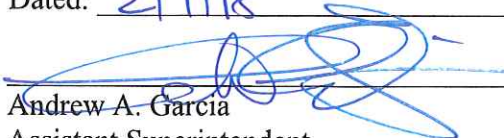
- a. May and August AB days will be conducted at the school sites to allow for team building and related activities.
- b. DVAC will establish a list of potential transition activities for receiving school sites to consider and implement as they determine. Each receiving school site will establish a climate and culture committee for the 2018-19 at the site consisting of volunteers from all stakeholder groups and led by the site principal. The climate and culture committee shall be responsible for scheduling events to help students, parents, employees and community members with the transition to the new schools. Each receiving school climate and culture committee shall determine the transition activities that will be used at their school site to blend communities from the closing and receiving schools. This could include: information clinics for families about the new school and program offerings, walking tours of the receiving sites, pen pal or art work exchanges, school tours, and family/community events.

Timeline

- a. The District shares the Association's interest in having a timeline that provides notice to all involved as to when steps of the process will occur. The District will endeavor to develop a timeline for the staff assignment and moving processes and present it for discussion to the OGEA President by February 9, 2018.
3. This MOU is intended to address issues with the school closures for the 2018-19 school year 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: 2/7/18


Andrew A. Garcia
Assistant Superintendent
Oak Grove School District

On Behalf of OGEA

Dated: 2/8/18


Bob Prata
Negotiations Chair, OGEA


Dominic Rizzi
President, OGEA