



Dulcinea A. Grantham  
Attorney at Law

E-mail: [dgrantham@lozanosmith.com](mailto:dgrantham@lozanosmith.com)

September 1, 2020

**By E-Mail: [PERBe-file.SRO@perb.ca.gov](mailto:PERBe-file.SRO@perb.ca.gov); [James.Coffey@perb.ca.gov](mailto:James.Coffey@perb.ca.gov)**

James E. Coffey  
Senior Regional Attorney  
Public Employment Relations Board  
Sacramento Regional Office  
1031 18th Street, Sacramento, CA 95811

Re: *Sacramento City Teachers Association v. Sacramento City Unified School District*  
PERB Case No. SA-IM-3524-E  
SCTA Request for Impasse Determination

Dear Mr. Coffey:

Thank you for your email and for reaching out to get the District's perspective on the Request for Impasse Determination filed by the Sacramento City Teachers Association (SCTA) on August 31, 2020. While the District does not believe that the parties are at impasse and we were expecting to receive a counter to our August 30, 2020 proposal from SCTA when we met on August 31, 2020, we will not oppose SCTA's request. However, in anticipation of moving into the statutory impasse process, we want to provide you with the District's last proposal to SCTA and an MOU reached yesterday with SCTA after their request was filed so that we have a record of the last proposal exchanged by the District and the agreements reached in negotiations. In addition, below we correct some incorrect information contained in SCTA's request.

#### History of Negotiations/Meet and Confer

SCTA's request notes that the dispute at issues is over "distance learning" and that the first date that SCTA's initial proposal was submitted to the District was on June 3, 2020. The District agrees that the impasse request pertains to negotiations over the effects of opening the District's schools in a distance learning model. The District does not agree that SCTA provided its initial proposal to the District on distance learning on June 3, 2020.

In addition, the District's first proposal to SCTA on distance learning negotiations was submitted on July 2, 2020 (Attachment 1) related to health and safety, and was later amended on July 10, 2020 (Attachment 2). That was followed by the District's proposal on the distance learning model, which was shared with SCTA on July 16, 2020 (Attachment 3).

*Limited Liability Partnership*

2001 North Main Street, Suite 500 Walnut Creek, California 94596 Tel 925-953-1620 Fax 925-953-1625

The District and SCTA have not met in twenty negotiations sessions unless that number includes the work group meetings that were held between District representatives and SCTA unit members. While the District believes these work groups were valuable to guiding the negotiations teams, the District does not consider these work group sessions to be negotiations.

### Status of Negotiations/Meet and Confer

SCTA identifies five (5) issues on which the parties have reach tentative agreement. While the District believes we have reached conceptual agreement with SCTA on several areas, the only tentative agreement (MOU) that has been reached is on professional development and using a modified schedule when school starts on September 3 and 4. (Attachment 4.)

SCTA identifies ten (10) issues that remain in dispute. The District agrees that the parties have not reached agreement on the following issues:

- Use of the essential standards and use the Universal Design for Learning [District proposal 1.a]
- Total amount of synchronous and asynchronous instructional minutes for students [District proposal 1.c]
- Targeted structured support is provided synchronously [District proposal 1.c]
- Students with disabilities receive the minutes required by their IEP [District proposal 1.d]
- Use of lesson designing planning that includes specified components [District proposal 1.g]
- Use and access of scope and sequence strategies [District proposal 1.h]
- Recording lessons or using pre-recorded lessons for access by students who are unable to regularly participate in distance learning. [District proposal 1.i]
- Assessment of student progress to identify areas where additional instruction or intervention may be required. [District proposal 2.a, e, h]
- Frequency by which service logs will be inputted and uploaded [District proposal 6.b]
- Use of virtual assessments of students with disabilities [SCTA proposal 6.h]
- Role of School Psychologists, Social Workers, Counselors, and Speech and Language Pathologists during distance learning [District proposal 6.g-i]
- Split classes during distance learning [SCTA proposal 7]
- Process for certificated employees to monitor student engagement and attendance and reengaged students who are not engaged [District proposal 7.a]
- Frequency of communication to parents and students [District proposal 8.a]
- Weekly communication of instruction schedule, learning intentions, availability for targeted support, and weekly assignments. [District proposal 8.c]
- Incurring additional expenses during distance learning [District proposal 11.b]
- Health and safety for unit members working from or accessing District sites. [District July 2, 2020 proposal]

Statement of Facts

In their statement of facts, SCTA claims that sometime after June 3, 2020, the District “wasted several bargaining session discussing other issues” before it finally made a proposal on distance learning on July 16, 2020. The District did not “waste” any bargaining sessions. On June 3, 2020, the District sent a letter to all of its labor partners requesting to begin bargaining on the effects of distance learning. (Attachment 5.) On June 16, 2020 SCTA sent the District a list of issues related to distance learning over which it wanted to bargain or meet and confer. On June 17, 2020, the District reached out to SCTA to confirm negotiations on June 23, 2020 related to the effects of distance learning at the District’s two early start schools.

The first bargaining session between the parties on the effects of distance learning on all of the District schools was held on July 2, 2020, at which time the District presented SCTA with a proposal on health and safety. (Attachment 2.) Thereafter, the District presented a proposal on the effects of distance learning on July 16, 2020. The parties met to negotiate on the effects of distance learning on all of the District’s schools for a total of ten (10) times (June 23, July 2, July 10, July 28, August 6, August 13, August 24, August 29, August 30, August 31), in addition to negotiations on several other dates to discuss the special education transition program and child development. The parties also held two days of work group meetings with District representatives and employees representing the various grade spans and special services areas.

While SCTA is correct that the parties worked extremely hard on August 29 and 30 in an attempt to reach an agreement, their claim that “by late Saturday night the District’s movement became virtually non-existent” is inaccurate. In fact, the District made significant movement verbally on August 29 and then in writing on August 30, agreeing to reduce the instructional minutes under the distance learning model to align with the minimum requirements of Senate Bill 98 (Education Code section 43501), along with other changes accepting some of SCTA’s proposed language.

We hope the above additional information is helpful to frame the issues between the parties and the efforts by both the District and SCTA negotiation teams to work toward an agreement on the effects of reopening the District’s schools in a distance learning model.

Please do not hesitate to call or email me with any questions. We appreciate your attention to this matter.

Sincerely,

LOZANO SMITH



Dulcinea A. Grantham

DAG/vb

cc: John Borsos, Executive Director, SCTA (*via e-mail*)

**PROOF OF SERVICE**

I, **Vanessa Bonite**, am employed in the County of Contra Costa, State of California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is 2001 North Main Street, Suite 500, Walnut Creek, CA 94596. My email address is vbonite@lozanosmith.com.

On September 1, 2020, I served the attached **SACRAMENTO CITY UNIFIED SCHOOL RESPONSE TO SCTA'S REQUEST FOR IMPASSE DETERMINATION** on the interested parties in said cause, by causing delivery to be made by the mode of service indicated below:

James E. Coffey  
Supervising Regional Attorney  
Public Employment Relations Board  
Sacramento Regional Office  
1031 18th Street  
Sacramento, CA 95811  
PERBe-file.SRO@perb.ca.gov  
James.Coffey@perb.ca.gov

John Borsos  
Executive Director  
Sacramento City Teachers Association  
5300 Elvas Ave.  
Sacramento, CA 95819  
JBorsos@cta.org

- [ ] **(Regular U.S. Mail)** on all parties in said action in accordance with Code of Civil Procedure Section 1013, by placing a true and correct copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth above, at Lozano Smith, which mail placed in that designated area is given the correct amount of postage and is deposited at the Post Office that same day, in the ordinary course of business, in a United States mailbox in the County of Contra Costa.
- [X] **(By Electronic Mail)** on all parties in said action by transmitting a true and correct to the persons at the email addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 1, 2020, at Walnut Creek, California.

  
\_\_\_\_\_  
Vanessa Bonite

# **Attachment 1**

**From:** Raoul Bozio <Raoul-Bozio@scusd.edu>  
**Date:** July 2, 2020 at 2:47:15 PM PDT  
**To:** "JBorsos@cta.org" <JBorsos@cta.org>  
**Cc:** "David Fisher (DFisher@saccityta.com)" <DFisher@saccityta.com>, "nmilevsky@saccityta.com" <NMilevsky@saccityta.com>, Sheila Domondon <Sheila-Domondon@scusd.edu>  
**Subject:** District Proposals

Dear Mr. Borsos,  
Please see attached proposals from the District for our discussion at 3 pm.

Best Regards,  
Raoul Bozio  
In-House Counsel  
Sacramento City Unified School District  
(916) 643-9097

"CONFIDENTIALITY NOTICE: This communication may contain privileged (confidential) information only for use by the intended recipient(s) including student, personnel, deliberative process, attorney-client, work product and other privileged information protected under state and federal law. Unless you are the intended addressee, you may not use, copy, disclose, or distribute privileged information (or any privileged information as attachments) to anyone. Unauthorized use or dissemination of privileged information, regardless of the means of transmission, is subject to civil action and/or criminal penalties. If you received this communication in error, please notify the sender by reply e-mail or by telephone and delete the communication. Thank you for your cooperation."

**PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between**

**From Sacramento City Unified School District**

**&**

**Sacramento City Teachers Association**

MOU- COVID-19 Health and Safety Measures 2020-2021 School Year

July 2, 2020

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding health and safety measures related to reopening District schools for the 2020-2021 School Year.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for 2020-2021 school year.

For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout District school sites to ensure a safe reopening of District schools for SCTA unit members.

**1. Local Conditions.**

- a. **Compliance with Local Orders.** The District will follow State and County Orders that allow schools to physically reopen.
- b. **Equipment availability.** The District will have sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for SCTA unit members. The District agrees to have a plan to ensure the ongoing support of protective equipment and to purchase thermometers or others devices for symptom screenings. The District will closely monitor mask inventories to ensure proper inventories are maintained.
- c. **Availability of Disinfecting Supplies.** The District will supply school-appropriate disinfecting supplies to continuously disinfect the school site in accordance with federal, state, and local public health guidance. The District will also provide hand sanitizer, soap, tissues, lidless trash cans, and paper towels for each classroom or workspace in which an SCTA unit member works.

**2. Addressing Positive COVID-19 Cases or Community Surges**

- a. **Emergency Closure Plan.** The District will develop a plan to close schools to physical attendance of students, if necessary, based on public health guidance and coordination with federal, state, and local public health officials.
  - b. **Exposure to COVID-19.** In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials, so that the Superintendent may consider whether school closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.
3. **Injury and Illness Prevention Program (IIPP).** The District has and will update as needed the IIPP to address the unique circumstance during the COVID-19 crisis and will make such update accessible to employees.
4. **Campus Access.**
  - a. **Limits on Visitors.** The Parties agree that schools shall be closed to non-essential visitors.
  - b. **Monitoring for Symptoms.** Employees and students will be monitored throughout the day for signs of illness using active and/or passive screening for symptoms as stated below.
    - i. **Passive Screening.** The Parties agree that employees and students shall self-screen for symptoms at home, daily. Signs of illness include fever or chills (100 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea per CDC guidelines.
    - ii. **Active Screening.** All students and employees entering a site or school bus must be screened for illness; including a temperature check and review of signs and symptoms of illness. Any student or employee with a temperature of 100 degrees or higher, or signs or symptoms of illness per the District's stay at home protocol, shall return home.
  - c. **Caring For Persons with Symptoms.** Any student, parent, caregiver, visitor, volunteer, or employee showing symptoms of COVID-19 will be sent home and directed to follow the local and District stay-at-home protocol. Employees will ensure that they have substitute plans available in the event of illness.
  - d. **Guidelines for Staying Home When Sick.** Unit members will be directed to stay home if they have signs or symptoms of illness including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
  - e. **Guidelines for Return to School after Being Sick.** The Parties agree that if an employee is sick they must stay home until they have had no symptoms listed below for at least 72 hours (three full days) without the use of medicine AND at least 10 days have



passed since the day the symptoms first appeared. Symptoms of COVID-19 include fever or chills (100 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. This guidance is subject to change by federal, state or local public health officials.

5. **Hygiene.** The District will address hygiene practices to ensure personal health and safety in school facilities during the COVID-19 pandemic.
  - a. **Hand hygiene.** In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure sufficient access to hand washing and sanitizer stations. The District will ensure hand sanitizer (with a minimum of 60 percent alcohol) is available at or near all workstations.
  - b. **Hand Hygiene and PPE Instruction.** The District will provide written instruction and signage on proper hand washing techniques and PPE use.
  
6. **Protective Equipment.**
  - a. **Face Coverings.** All employees, students, parents/guardians and visitors shall wear a face covering, as defined, unless it is not recommended by a physician or is inappropriate for the developmental level of the individual. A “face covering” means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A face covering may include a scarf or bandana; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. The District shall provide cloth and/or disposable face coverings/masks to employees and students who do not have one. The District will provide reasonable accommodations to unit members who are unable to wear a face covering for medical reasons.
  - b. **Face Shields.** Face shields may be used by teachers to enable students to see their faces and to avoid potential barriers to phonological instruction. Face shields with a cloth drape can be used for those who are unable to wear face coverings for medical reasons. Per Cal/OSHA, considerations for face shields should include a cloth drape attached across the bottom and tucked into the neckline of the garment worn by the employee.
  
7. **Physical Distancing.** Physical distancing will be practiced at all District work locations requiring individuals to maintain at least 6 feet from other people at all times. During times where maintaining appropriate physical distancing may be difficult, such as walking in a busy hallway or stopping to talk to someone, a face covering must be worn. The Parties agree to the following recommended safety mitigation measures and physical distancing practices including:
  - a. Limiting the numbers of people in all campus spaces to the numbers that can be reasonably accommodated while maintaining a minimum of 6 feet distance between individuals.

- b. If necessary, utilize other campus spaces for instructional activities (e.g., lecture halls, gyms, auditoriums, cafeterias)
  - c. Classrooms shall be reconfigured to encourage physical distancing and to ensure desks are approximately 6 feet apart.
  - d. Utilization of outdoor space for instructional purposes whenever possible and when weather is permitting.
  - e. Cancellation of in person field trips to spaces where large groups may gather.
  - f. Avoiding congregation of employees in work environments, break rooms, staff rooms, and bathrooms.
8. **Disinfecting School Sites Prior to Reopening.** Prior to reopening, all school sites will be disinfected. To ensure proper disinfection, the Parties agree to the following:
- a. Classroom teachers will stack chairs on tables or desks at the end of each work day.
  - b. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment.
  - c. Unit members will have access to supplies to disinfect high touch surfaces daily such as door handles, handrails, sink handles, toys, games, and instructional material.
9. **Communication.** The District will communicate with all employees, students, and families about new COVID-19 related protocols. In the event a student or employee tests positive for COVID-19, the District will work with SCPH and provide notice to employees as permitted by law.
10. **Employee Absences.**
- a. **COVID Exposure or Positive Test.** If an employee tests positive for COVID-19 or has another qualifying circumstance, the employee will be permitted to use any and all leaves to which he or she is entitled to under the Collective Bargaining Agreement, as well as under state and federal law.
  - b. **Medical Susceptibility.** Employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation as required by state and/or federal law. Employees who may be at high-risk for COVID-19 and not able to be accommodated by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
  - c. **Exhibiting Symptoms.** Employees who exhibit symptoms that are consistent with COVID-19 and who are sent home from work by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.

11. **Changes to Law.** This MOU may be changed by the parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impacts the terms of this MOU.
12. **Non-precedential.** This MOU is not precedent-setting and has been created to address an emergency situation involving the COVID-19 pandemic.
13. **Limited Agreement.** This MOU addresses only the health and safety implications of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.

**Sacramento City Unified School District  
Proposal to Sacramento City Teachers Association**

**MEMORANDUM OF UNDERSTANDING  
Reopening Schools Negotiations**

**July 2, 2020**

The District makes the following proposal to the Sacramento City Teachers Association (SCTA) as part of reopening schools negotiations related to the District's two early start Child Development Programs at the following District schools: Hiram Johnson and Elder Creek

Because the Child Development Programs at these schools start earlier than the September 3, 2020 start date for the other District schools and programs, the District makes the following proposal to SCTA to allow for these programs to start on their respective start dates, July 21, 2020, for Hiram Johnson and Elder Creek, while the identified and negotiable effects of the District's reopening plan are discussed between the District and SCTA.

**PROPOSAL**

1. For the Child Development Programs offered at Hiram Johnson and Elder Creek only and for the period of July 21, 2020 to September 2, 2020, these programs will start the 2020-2021 school year in a full distance learning model consistent with the model used in the schools from March 16 to June 30, 2020.

Beginning September 3, 2020, these Child Development Programs will implement the learning model outlined in the District's school reopening plan and consistent with any applicable agreement reached between the District and SCTA.

2. This MOU is subject to change as required by law or any order by a federal, state, or local officer or agency that impacts or contradicts these terms.
3. The agreement reached through this MOU does not preclude continued discussion between the District and SCTA on other working conditions impacted by the COVID-19 pandemic.
4. This agreement shall expire on September 3, 2020, unless the District and SCTA mutually agree to extend the terms.

# **Attachment 2**

**PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between**

**From Sacramento City Unified School District**

**&**

**Sacramento City Teachers Association**

MOU- COVID-19 Health and Safety Measures 2020-2021 School Year

**Presented** July 2, 2020 **and updated on July 10, 2020**

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding health and safety measures related to reopening District schools for the 2020-2021 School Year.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for 2020-2021 school year.

For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout District school sites to ensure a safe reopening of District schools for SCTA unit members.

**1. Local Conditions.**

- a. **Compliance with Local Orders.** The District will follow State and County Orders that allow schools to physically reopen.
- b. **Equipment availability.** The District will have sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for SCTA unit members. The District agrees to have a plan to ensure the ongoing support of protective equipment and to purchase thermometers or others devices for symptom screenings. The District will closely monitor mask inventories to ensure proper inventories are maintained.
- c. **Availability of Disinfecting Supplies.** The District will supply school-appropriate disinfecting supplies to continuously disinfect the school site in accordance with federal, state, and local public health guidance. The District will also provide hand sanitizer, soap, tissues, lidless trash cans, and paper towels for each classroom or workspace in which an SCTA unit member works.

**2. Addressing Positive COVID-19 Cases or Community Surges**

- a. **Emergency Closure Plan.** The District will develop a plan to close schools to physical attendance of students, if necessary, based on public health guidance and coordination with federal, state, and local public health officials.
  - b. **Exposure to COVID-19.** In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials, so that the Superintendent may consider whether school closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.
3. **Injury and Illness Prevention Program (IIPP).** The District has and will update as needed the IIPP to address the unique circumstance during the COVID-19 crisis and will make such update accessible to employees.
4. **Campus Access.**
  - a. **Limits on Visitors.** The Parties agree that schools shall be closed to non-essential visitors.
  - b. **Monitoring for Symptoms.** Employees and students will be monitored throughout the day for signs of illness using active and/or passive screening for symptoms as stated below.
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    - ii. **Active Screening.** All students and employees entering a site or school bus must be screened for illness; including a temperature check and review of signs and symptoms of illness. Any student or employee with a temperature of 100 degrees or higher, or signs or symptoms of illness per the District's stay at home protocol, shall return home.
  - c. **Caring For Persons with Symptoms.** Any student, parent, caregiver, visitor, volunteer, or employee showing symptoms of COVID-19 will be sent home and directed to follow the local and District stay-at-home protocol. Employees will ensure that they have substitute plans available in the event of illness.
  - d. **Guidelines for Staying Home When Sick.** Unit members will be directed to stay home if they have signs or symptoms of illness including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
  - e. **Guidelines for Return to School after Being Sick.** The Parties agree that if an employee is sick they must stay home until they have had no symptoms listed below for at least 72 hours (three full days) without the use of medicine AND at least 10 days have

passed since the day the symptoms first appeared. Symptoms of COVID-19 include fever or chills (100 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. This guidance is subject to change by federal, state or local public health officials.

5. **Hygiene.** The District will address hygiene practices to ensure personal health and safety in school facilities during the COVID-19 pandemic.
  - a. **Hand hygiene.** In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure sufficient access to hand washing and sanitizer stations. The District will ensure hand sanitizer (with a minimum of 60 percent alcohol) is available at or near all workstations.
  - b. **Hand Hygiene and PPE Instruction.** The District will provide written instruction and signage on proper hand washing techniques and PPE use.
  
6. **Protective Equipment.**
  - a. **Face Coverings.** All employees, students, parents/guardians and visitors shall wear a face covering, as defined, unless it is not recommended by a physician or is inappropriate for the developmental level of the individual. A “face covering” means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A face covering may include a scarf or bandana; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. The District shall provide cloth and/or disposable face coverings/masks to employees and students who do not have one. The District will provide reasonable accommodations to unit members who are unable to wear a face covering for medical reasons.
  - b. **Face Shields.** Face shields may be used by teachers to enable students to see their faces and to avoid potential barriers to phonological instruction. Face shields with a cloth drape can be used for those who are unable to wear face coverings for medical reasons. Per Cal/OSHA, considerations for face shields should include a cloth drape attached across the bottom and tucked into the neckline of the garment worn by the employee.
  
7. **Physical Distancing.** Physical distancing will be practiced at all District work locations requiring individuals to maintain at least 6 feet from other people at all times. During times where maintaining appropriate physical distancing may be difficult, such as walking in a busy hallway or stopping to talk to someone, a face covering must be worn. Appropriate physical distancing can sometimes be difficult to maintain, such as when walking in a busy hallway or in large crowds, making required face coverings even more vital. The Parties agree to the following recommended safety mitigation measures and physical distancing practices including:



- a. Limiting the numbers of people in all campus spaces to the numbers that can be reasonably accommodated while maintaining a minimum of 6 feet distance between individuals.
  - b. If necessary, utilize other campus spaces for instructional activities (e.g., lecture halls, gyms, auditoriums, cafeterias)
  - c. Classrooms shall be reconfigured to encourage physical distancing and to ensure desks are approximately 6 feet apart.
  - d. Utilization of outdoor space for instructional purposes whenever possible and when weather is permitting.
  - e. Cancellation of in person field trips to spaces where large groups may gather.
  - f. Avoiding congregation of employees in work environments, break rooms, staff rooms, and bathrooms.
8. **Disinfecting School Sites Prior to Reopening.** Prior to reopening, all school sites will be disinfected.

9. **Disinfecting School Sites After Reopening.** To ensure proper disinfection, the Parties agree to the following:

- a. Classrooms will be regularly disinfected after use with a deep cleaning occurring at least one time per week.
  - b. Classroom teachers will stack chairs on tables or desks at the end of each work day.
  - c. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment, including shared work surfaces or machines (like a copy machine) as they deem appropriate throughout the school day.
  - d. Unit members will have access to supplies to disinfect high touch surfaces daily such as door handles, handrails, sink handles, toys, games, and instructional material as they deem appropriate throughout the school day.
10. **Communication.** The District will communicate with all employees, students, and families about new COVID-19 related protocols. In the event a student or employee tests positive for COVID-19, the District will work with SCPH and provide notice to employees as permitted by law.

11. **Employee Absences.**

- a. **COVID Exposure or Positive Test.** If an employee tests positive for COVID-19 or has another qualifying circumstance, the employee will be permitted to use any and all leaves to which he or she is entitled to under the Collective Bargaining Agreement, as well as under state and federal law.
- b. **Medical Susceptibility.** Employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation as required by state and/or federal law. Employees who may be at high-risk for COVID-19 and

not able to be accommodated by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.

- c. **Exhibiting Symptoms.** Employees who exhibit symptoms that are consistent with COVID-19 and who are sent home from work by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
12. **Changes to Law.** This MOU may be changed by the parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impacts the terms of this MOU.
13. **Non-precedential.** This MOU is not precedent-setting and has been created to address an emergency situation involving the COVID-19 pandemic.
14. **Limited Agreement.** This MOU addresses only the health and safety implications of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.

# **Attachment 3**



## OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

*Jorge A. Aguilar, Superintendent*

July 16, 2020

### BOARD OF EDUCATION

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Via E-Mail: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

David Fisher  
President  
Sacramento City Teachers Association  
5300 Elvas Avenue  
Sacramento, CA 95819

Re: Continuing Negotiations on Reopening our Schools

Dear Mr. Fisher:

This letter follows the third negotiations session between the District and the Sacramento City Teachers Association (“SCTA”) on July 10, 2020, to discuss the negotiable effects of the reopening our schools on September 3, 2020. On July 2, 2020, the District’s negotiations team presented SCTA with a proposal on the health and safety aspects of reopening our schools and responded to the questions and comments from SCTA’s Executive Director John Borsos, related to the District’s proposal. SCTA also shared its “talking points” document, which is a list of the effects of reopening our schools that SCTA believes to be negotiable. The teams have exchanged additional proposals in its last two meetings. During the July 10, 2020 meeting, the District’s team shared a proposal to utilize our teachers to develop a bank of lessons aligned to the essential standards so that those lessons would be available to and support their colleagues when we reopen our schools. During that same meeting, the District’s team also committed to provide SCTA with a proposal on the instructional model for reopening our schools. That proposal is attached and, in light of the District’s decision to open our schools using a full distance learning model, focuses specifically on our vision of a robust distance learning model.

The District would like to meet again to continue this important work of negotiating the effects of reopening schools. We believe another meeting is even more critically important in light of the announcement yesterday from Sacramento County Superintendent of Schools David Gordon and Sacramento County Department of Health Services Director Dr. Peter Beilenson that the thirteen school districts in Sacramento County open schools with a distance learning model. We will continue to work collaboratively with the public health officials in our County to physically reopen our schools to all students and staff when health and safety conditions allow.

Given that we will be reopening our schools with a distance learning model on September 3, 2020, the attached proposal represents a distance learning plan that includes high-quality instruction, structures to measure student progress, and accountability to meet the academic, social, and emotional needs of all students. The District’s proposal is grounded in [Senate Bill 98](#), which our legislative leaders and Governor adopted and approved to guide our time in distance learning, as well as [guidance](#) issued by our educational experts at the California Department of Education.

At the next bargaining session on reopening schools, the District's negotiations team will be prepared to review the attached proposal with the SCTA negotiations team and answer any questions you have. We also look forward to receiving a response from SCTA on the District's June 2, 2020 proposal on health and safety conditions for returning to school, as well as the District's proposals on New Tech High School and on our early start child development programs, and development of essential standards based lessons, all of which were previously presented to SCTA. The District's negotiations team for reopening our schools is available to meet with SCTA's negotiation team on Tuesday, July 21, 2020, at 4:00 p.m., or Thursday, July 23, 2020, at 2:00 p.m., to continue the important work of discussing our return to school on September 3, 2020. Please let me know by end of day Friday, July 17, 2020, which of these dates will work for the SCTA bargaining team.

Finally, as we move to reopen our schools starting in a distance learning model, we hope SCTA will join in our commitment for:

- **Consistent direct live instruction for every student** - Access to daily direct live instruction for students, with the option of participating in recorded instruction at alternate times of the day.
- **Access and availability** - Teacher availability to students outside of direct live instruction.
- **Symmetry and cohesion in learning and delivery** - Google Classroom as learning management system to allow for symmetry and cohesion in instruction and learning.
- **Collaboration** - Meaningful and structured collaboration between teachers, principals, and colleagues from grade levels and departments to improve outcomes for students based on data and student need.
- **Professional development and supports for educators** - Professional development for all educators on strategies needed to deliver high-quality instruction and on the District's learning management system, Google Classroom, that ensures students access to learning grounded in the essential standards.
- **Appropriate supports for students receiving Special Education** - Ensure students with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities and supports when necessary.
- **Targeted student support and intervention** - Supports and instruction for small groups of students who need additional instructional and/or social and emotional attention.
- **Communication and Feedback** - Regular communication to students and parents on learning goals and student progress, including weekly teacher-student-parent/guardian communication and report of student progress consistent with the District's grading policies to maintain the home-to-school connection.

- **Assessments and accountability** - Assessments during learning and throughout the school year that evaluate how students are progressing both in the moment and over time to address learning loss before and after the school closure.
- **Support for English Learners** - Designated and integrated instruction in English language development including assessment of progress toward language proficiency and targeted support to access curriculum.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Aguilar', with a stylized flourish at the end.

Jorge A. Aguilar  
Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S  
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between  
Sacramento City Unified School District  
&  
Sacramento City Teachers Association**

MOU- COVID-19 Instructional Programs—Distance Learning  
2020-2021 School Year

July 16, 2020

**Background**

The unprecedented COVID-19 pandemic has affected our community and drastically altered the lives of our students, families, and community. The unexpected closure of our schools in March 2020 has impacted the physical, emotional, social, and educational needs of our students and caused high levels of stress and trauma to them and their families. As we plan to Return Together and reopen our schools on September 3, 2020, we recognize that a strong educational program is the center of restoring some normalcy to our students and employees, regardless of whether that program takes place in the physical or virtual school space. On July 2, 2020, the District shared its proposal on establishing health and safety protocols for our work sites for when employees return to the physical classroom space.

With this proposal centered on distance learning, we focus on our instructional program, specifically distance learning, and address the negotiable aspects of a return to learning either in a full or partial distance learning model. We know distance learning will be a critical component for instruction in the upcoming school year whether the District is in a full distance learning or a blended learning model. At the center of this proposal is the well-being of *all* of our students and the recognition of the need to “make up lost instructional time” our students may have experienced during the final months of school in spring 2020 and the typical summer slide that we expect to be more pronounced when we return in the fall.

This proposal is intended to ensure that the District complies with the legal requirements for offering distance learning, specifically, Senate Bill 98, which enacted Education Code sections 45300 to 45311 to govern distance learning for the upcoming school year, and follows the guidance issued by our educational leaders at the California Department of Education and our State Superintendent of Public Instruction Tony Thurmond. Keeping these legal requirements and guidance at the center of our proposal, the District presents a proposal that provides an equitable and intentional distance learning program that will meet the needs of *all* of our Sac City students and work to mitigate the learning loss that none of us could have prepared for, but so many of our students have experienced during this pandemic.

## **Intent**

In making this proposal, the District intends to offer an instructional program that allows for us to *Return Together* and educate our students in a safe and professional setting, with options available to modify the instructional delivery system depending on the guidance from our Sacramento County Public Health Officer in our community.

The District's vision in preparing this proposal is to rise above and disrupt the current status quo of systemic inequity to meet the academic, social and emotional needs of all our students, especially our most vulnerable students at each school. We remain committed to offer instructional models during this pandemic that serve our students and abide by county public health orders and keep our students and staff healthy and safe.

The District has identified and developed plans to overcome the five key challenges to reopening: health and safety; lack of agreement; changing circumstances; time challenges; and public scrutiny. We commit to being agile and innovative, creative, equity focused, driven by stakeholder input, and evaluate and modify throughout the process to ensure student needs are met.

The District's proposal is driven by the following six guiding principles:

1. Commitment to grade level content and instructional rigor
2. Focus on the depth of instruction, rather than the pace
3. Prioritize content and learning
4. Maintain the inclusion of each and every learner
5. Identify and address gaps in learning through instruction. Monitor students' progress on grade level appropriate assessments and adjust supports based on student results.
6. Focus on the commonalities that students share in this time of crisis, not just on their differences

With these guiding principles in mind, and as demonstrated throughout this proposal, the District is committed to ensuring every student has access to direct live instruction every day with the option of participating in recorded instruction, later; targeted instructional supports for smaller groups of students who are identified as needing additional support; providing high quality instruction aligned to essential standards even during the challenging time this pandemic presents; assessing each and every student, both through thoughtful and understanding instruction, and through common assessments to identify student strengths and needs; professional learning for all staff on delivering high-quality instruction; accountability to meet the needs of our English Learners and students receiving special education supports; weekly teacher communication; and monitoring and reporting with parents on student progress.

## **Proposal**

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the



Parties,” regarding the distance learning instructional program that will be implemented as the Sac City schools start school for the 2020-2021 School Year.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for 2020-2021 school year.

At any time when the District’s schools are in the distance learning model due to recommendations from state and local health officials, whether in (1) full distance learning model, (2) a model that includes both distance learning and in-person instruction, or (3) distance learning due to an emergency school closure, the following will apply.

**A. Distance Learning Defined**

As defined by the [California Department of Education](#), “distance learning” means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.

**1. Curriculum Content and Evaluation to Address and Mitigate Learning Loss**

- a. While engaged in distance learning/teaching, unit members will plan their courses and plan for modifications to ensure the best possible continuity of instruction taking into account the changed access for students and teachers. During distance learning, classroom teachers will emphasize the essential standards typically taught in that time period. Unit members will use the [Universal Design for Learning](#) and develop innovative activities to support teaching modalities that meet student needs.
- b. Consistent with [Education Code section 43503\(b\)](#), distance learning will include all of the following:
  - (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.

(2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

(3) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

(4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.

(5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

(6) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local educational agency will develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

- c. During periods of distance learning, unit members assigned to a classroom teaching position will provide a minimum of 240 minutes of instruction and student support to students per day, which will include both scheduled synchronous and asynchronous instruction to students. The 240 minutes will be exclusive of planning; office hours; required- professional development; and faculty, department, and grade level meetings. In providing daily instruction to students, unit members will ensure that they provide synchronous and asynchronous instruction and targeted structured support consistent with the following schedules:

**2020-2021 School Schedules for Distance Learning**

Grade level	Minimum minutes of <b>SYNCHRONOUS</b> instruction for all students  A	Maximum minutes of synchronous <b>TARGETED STRUCTURED SUPPORT</b> based on student need  B	Minimum minutes of <b>ASYNCHRONOUS</b> learning  C	Total minimum minutes of learning each day  A + B + C
TK-3	132	Up to 165	120 subtract B	252
4-6	152	Up to 165	120 subtract B	272
7-8	158	Up to 156	120 subtract B	278
7-8 Thurs	Some for all students	Up to 254	240 subtract B	240
9-12	175	Up to 171	120 subtract B	295
9-12 Thurs	Some for all students	Up to 286	240 subtract B	240

<p><b>SYNCHRONOUS</b> whole group learning includes:</p> <ul style="list-style-type: none"> <li>• Engagement</li> <li>• Direct instruction</li> <li>• Peer to peer learning</li> </ul>	<p><b>TARGETED STRUCTURED SUPPORT</b> time includes:</p> <ul style="list-style-type: none"> <li>• Small group instruction</li> <li>• Individual check ins</li> <li>• Designated ELD</li> <li>• Student supports, and social emotional check ins</li> </ul>
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- d. Unit members who provide services to students with disabilities will follow the above instructional minute requirements to the extent such requirements do not conflict with a student’s individualized education plan (“IEP”). In the event there is a conflict with the above instructional minute requirements and a student’s IEP, the unit member will follow the IEP.
- e. Unit members will be responsible for certifying that they provided daily instructional time described above based on the time value of assignments as determined by the employee using the District’s designated form and/or process for certification.
- f. Unit members will utilize Google Classroom as their learning management system. Unit members will utilize other virtual tools or platforms to provide daily synchronous learning to their students consistent with the requirements outlined above.

- g. Classroom teachers continue to be responsible for lesson designing/planning that includes the following components:
  - Learning target/objective
  - Student engagement
  - Direct instruction
  - Student practice and peer to peer learning
  - Demonstration of student learning
  - Use of formative assessment and feedback
- h. In planning and delivering direct instruction, unit members will access and utilize scope and sequence strategies contained in the District’s scope and sequence guidelines attached as Attachment A.
- i. Consistent with Education Code section 43500, unit members will provide video or audio instruction in which the primary mode of communication between the student and employee is online interaction, instructional television, video telecourses, or other instruction that relies on computer or communications technology. Such instruction will be recorded to allow students and families to access the instruction based on family and student need.

**2. Assessing Student Learning to Ensure Robust Distance Learning and Mitigate Learning Loss**

To implement a meaningful, consistent, and robust assessment process to address student learning loss, the Parties agree to the following:

- a. The District will develop and schedule assessments to identify specific areas where instruction or intervention may be needed to improve student learning.
- b. Certificated unit members will develop and implement a plan to meet the social–emotional needs of their student prior to administering an assessment. Examples include greetings and a warm-up game (with physical distancing) to ease anxiety, prior to asking students to demonstrate learning.
- c. The District will provide interventions for students as necessary, and such interventions may include sessions with an intervention provider or specialist through video conference, scaffolding for specific task assignments, pre-highlighted texts, more frequent feedback or check-ins, time management supports, or maintaining a daily written agenda.
- d. Certificated unit members will develop formative and progress monitoring assessments throughout their lessons and will provide actionable information about student’s learning status relative to the

desired lesson goal. Certificated staff will use data from assessments to adjust their instruction and ensure student progress towards learning goals. Formative assessment examples may include collecting exit tickets through Google Classroom at the end of each class session, whether online or in person; using an opener to reinforce skills and check for understanding on concepts recently taught; giving students opportunities to share what is working and what is not working; or continuing to provide ample opportunity for discussion and meaningful content interaction with students through high-order thinking questions.

- e. The District will provide and teachers will engage in professional learning for teachers on assessments.
- f. Unit members will clearly establish learning goals and will explicitly communicate such goals to students. This may include providing students with an essential question or learning goal at the beginning of instruction, and frequently referring back to the question or goal. In the distance learning context, this can include prominently posting the learning goal or essential question on a teacher's web page, asking students to keep a learning log to track their key learnings throughout a lesson or unit, or weekly check-ins that require students to respond to the essential question using information from the week's lessons and activities.
- g. Unit members will utilize Google Classroom and provide students with quiz-style assessments that they can complete synchronously or asynchronously.
- h. The Parties will utilize the resources and tools outlined in the [California Department of Education's \("CDE"\) Guidance of Diagnostic and Formative Assessments](#) when developing policies and procedures for implementing diagnostic assessments, formative assessments, and summative assessments.

### **3. Collaboration to Improve Student Outcomes**

- a. Unit members will collaborate while they are engaged in distance learning using either in person or virtual meetings to the extent allowed under the applicable health orders.
- b. Consistent with section 5.11 of the CBA, unit members will collaborate while engaged in the distance learning plan. It is expected any collaboration meetings will be conducted via electronic platforms or in a manner consistent with the then-current directives and our guidance from city, county, or state officials.

- c. Consistent with section 5.10 of the CBA, Directors, principals, or designees will schedule virtual staff meetings for purposes, of including, but not limited to, facilitating and implementing distance learning. The day and time for the staff meeting will remain as stated in the CBA.

#### **4. Professional Development to Enhance Instruction**

- a. All unit members will complete the three self-paced modules for Universal Design for Learning, including: (a) Mindset, (b) Frame, and (c) Lesson Delivery, in Spring 2020, will complete these modules and the corresponding processing guides and submit the processing guides to their principal or supervisor on or August 31, 2020. The time to complete the three (3) modules is approximately one (1) hour per module for a total of three (3) hours.
- b. All unit members will complete the a District-provided self-paced online professional development related to the use of Google Classroom to provide support for ongoing distance learning instruction in Spring 2020, will complete this online professional development and certify completion to their principal on or before August 31, 2020. The expected time for self-paced training is approximately up to six (6) hours, but may vary depending on familiarity with Google Classroom.
- c. The one-professional development day provided for in section 5.2.1 of the CBA will be moved to September 2, 2020 to allow for a full day of professional development on distance learning. In addition, for the 2020-2021 school year only, an additional day for professional development focused on the delivery of robust instruction to students via distance learning will be added on September 1, 2020, to allow for additional professional development prior to reopening District schools.
- d. The District's professional development on delivering instruction in a distance learning environment will focus on the following:
  - i. Providing planning time and infrastructure that will allow unit members to discuss real-time feedback from students.
  - ii. Providing planning resources to work together to design and lead changes in the classrooms.
  - iii. Development of a framework for what data will be collected as a feedback loop on student's experience to inform planning and how such data will be collected.
  - iv. Development of framework for how the District will ensure students with disabilities and other special populations are fully integrated into every aspect of preparation and participation of the instruction model.

- v. Utilization of Universal Design for Learning (UDL) during instructional planning time.
- vi. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
- vii. Development and provision academic and social-emotional supports or interventions to be provided to students who are struggling with the instructional model.
- viii. Strategies on how to ensure the needs of all students are addressed.

## **5. Ensuring the Social Emotional Learning of our Students**

- a. As students are adapting to the new instructional models, unit members will work to address their social and emotional well-being by:
  - i. Providing students with non-academic focused check-ins.
  - ii. Providing students with age-appropriate lessons on the science behind infection.
  - iii. Continue to address social emotional learning even when students are engaged in distance learning and utilize the list of resources provided by the CDE for supporting students during distance learning found here: <https://www.cde.ca.gov/ci/se/seldistance.asp>.

## **6. Serving Students with Disabilities During Distance Learning**

- a. In addition to the other requirements outlined throughout this agreement, the parties agree to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and therefore agree to do the following:
  - i. Provide required instructional minutes as set forth above and consistent with each student's IEP.
  - ii. Work with each family and student through the IEP process to determine what FAPE looks like for each student and family during COVID-19, which may require changes to the IEP developed pre- COVID-19.
  - iii. Make required changes to each student's IEP to address the duration and overarching changes to education delivery and contingency plan for pivoting in and out of distance learning.
  - iv. Use the District's models for all students as the basis for establishing FAPE.
  - v. Ensure children with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities and provide supports when necessary.

- vi. Use annual IEP to plan for traditional school year and while not required, include distance learning plans or addendums, where necessary, to address distance learning needs during immediate or future school site closures.
- b. Special education teachers and case managers will maintain service logs documenting all instruction and upload to SEIS not less than weekly.
- c. Special education teachers/case managers will work collaboratively with core content teachers to accommodate or adapt lessons to meet the needs of students in a distance learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP and the recommendations identified by the administration.
- d. Students with disabilities will be offered continuity of learning through a variety of distance learning resources, and in-person learning options, as appropriate.
- e. For students who are placed in a Special Day Class (SDC), the District will provide both a blended learning and a distance learning option. This is due to the small number of students in these classes, which allows for students to maintain safe physical distancing, while still being at a physical school site for instruction. Parents of students enrolled in the District's SDC programs will also have the option to enroll their child in the District's distance learning option. However, should they choose to enroll in the distance learning options, there will be changes to the manner and delivery of special education services, as necessary, in an online environment.
- f. Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed by students at home, as appropriate, to provide students with the opportunity to work on specific skill areas to provide educational benefit, maintain current progress, and prevent regression towards identified goals. All Related Service Providers will maintain service logs and upload them to SEIS no less than weekly.
- g. Virtual tools will be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP, to the extent allowed by law.
- h. School Psychologists and mental health counseling staff will provide virtual or telephone appointments to students for social, emotional and/or behavioral needs as deemed necessary by the District in consultation with the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools, to the extent allowed by law and as appropriate given the



student's needs. Service logs will be maintained and uploaded to SEIS not less than weekly.

- i. Counselors will provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance as well as college/career questions. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law and as appropriate given the student's needs. Service logs will be maintained and upload as required.
- j. Speech and Language Pathologist will provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law.
- k. The Parties agree to meet at the request of either party to discuss implementing guidance from the California Department of Education and/or United States Department of Education in order to ensure that the District provides equitable and appropriate education for students with special needs.

## **7. Monitoring Student Engagement and Attendance**

- a. Consistent with [Education Code section 43504](#), unit members will monitor student engagement and attendance as follows:
  - i. Track daily participation for each student on each schoolday for which distance learning is provided using the tracking system determined by the District. Daily participation may include participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees and students or parents.
  - ii. Maintain a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participating, and tracking assignments.
  - iii. For students who are not engaged in distance learning, unit members will follow the District's written procedures for tiered reengagement strategies, including but not limited to verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student, and, when feasible, transitioning the student to full time in person instruction.
- b. Unit members will regularly communicate with parents/guardians regarding students' academic progress.

**8. Communication with Parents/Guardians and Students**

- a. Unit members will check their District email daily during the regular work week and respond to parents and students during the regular work week and during contracted work hours within 24 hours.
- b. Unit members will not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
- c. Every Monday, or the first workday after if Monday is a holiday, unit members will inform parents/students on a form provided by the District of their instruction schedule, their learning intentions for each day of the week, the unit member's availability to provide support through Targeted Structured Support or other means, and dates on which assignments and curriculum will be disseminated and due to be returned during the week. The teacher's individual schedule and availability will align with the instructional schedule established by the District to meet health and safety protocols as State and county officials.
- d. Unit members will hold a virtual back to school night for parents and guardians to share important updates about their class, expectations for students, critical dates, and student activities.

**9. Grading and Feedback to Students During Distance Learning**

Unit members will grade students consistent with the District's grading processes as set forth in District policies and regulations.

**10. Evaluation, Support, and Feedback to Employees During Distance Learning**

All of the provisions of the CBA regarding evaluations will continue to apply to certificated bargaining unit members during the 2020-2021 school year and any evaluation-related meetings or observations that are typically conducted in-person will be held virtually while the District is engaged in a full distance learning model.

**11. Equipment, Training, and Technical Support for Distance Learning**

- a. The District will continue to provide computers and work with unit members who have internet connectivity issues so that they can continue to deliver distance learning as was done in Spring 2020. Unit members will maintain District equipment in good repair and order but will not be liable for damage to District equipment that occurs for reasons beyond the unit member's control.

- b. Unit members are not authorized to incur additional personal expenses due to distance learning and should use existing District technology and equipment at a school site specified by the District.
- c. The District will provide unit members with online access to District provided technical support. 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. Technology/instructional on call support will be available to staff during their regular work hours for any distance learning support needed.
- d. District employees using district-provided technology, whether hardware or software, including district networks, emails, and applications, are included within the parameters of the District's Acceptable Use Policy, previously signed by all unit members; thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the District's Acceptable Use Policy applicable. Unit members agree to comply with the District's Acceptable Use Policy when working remotely (e.g. using District provided e-mail, logging into district resources (e.g., Google Drive) etc.).

## **12. Employee Work Hours**

- a. While engaged in distance learning, unit members are expected to continue to work their regular work hours (6.5 hours for classroom teachers unless otherwise stated in the CBA and 8.0 hours for nonclassroom educators) in which they will provide the required daily instructional minutes to students, and to engage in planning and preparation time, and collaboration time with their colleagues, in addition to responding to student and parent emails, phone calls, and questions, and participating in faculty meetings and professional development.
- b. Unit members will have the ability to access their school site and classroom while the District is using the distance learning model for purposes of facilitating distance learning and teaching from their classroom, provided they follow any state and federal orders regarding physical distancing and health and safety measures.
- c. All necessary adults who supervise and support, teach, or assist in the classroom such as administrators, prep teachers, RSP teachers, and paraprofessionals should be given access in Google Classroom to allow them to perform their duties and support the classroom teacher.

- 13. Limited Agreement.** This MOU addresses only the distance learning aspects of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.
- 14. Term of Agreement.** This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

## **Attachment A**

The updated scope and sequences in math and ELA will be provided as a pdf.

**Attachment B**

**PRIMARY ELEMENTARY (TK – 3)**

Time	Mon	Tues	Wed	Thurs	Fri
66 minutes	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
66 minutes	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Collaborative Time	Targeted structured support

Each day includes a minimum of:

- 132 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support)

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

## INTERMEDIATE ELEMENTARY (4 – 6)

Time	Mon	Tues	Wed	Thurs	Fri
76 minutes	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
76 minutes	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Collaborative Time	Targeted structured support

During distance learning, each day includes a minimum of:

- 152 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support)

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

## MIDDLE SCHOOL

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Time	Mon	Tues	Wed	Thurs (Times adjusted for CT)	Fri
54 minutes	Period 1 Synchronous whole group learning:	Period 4 Synchronous whole group learning:	Period 1 Synchronous whole group learning:	Period 1: 44 minutes Synchronous whole group or targeted structured support	Period 4 Synchronous whole group learning:
52 minutes	Period 2 synchronous whole group learning	Period 5 synchronous whole group learning	Period 2 synchronous whole group learning	Period 2: 42 minutes Synchronous whole group or targeted structured support	Period 5 Synchronous whole group learning
52 minutes	Period 3 Synchronous whole group learning	Period 6 Synchronous whole group learning	Period 3 Synchronous whole group learning	Period 3: 42 minutes Synchronous whole group or targeted structured support	Period 6 Synchronous whole group learning
40 minutes	Lunch	Lunch	Lunch	Lunch: 40 minutes	
52 minutes	Period 1 Targeted structured support	Period 4 Targeted structured support	Period 1 Targeted structured support	Period 4: 42 minutes Synchronous whole group or targeted structured support	Period 4 Targeted structured support
52 minutes	Period 2 Targeted	Period 5 Targeted	Period 2 Targeted	Period 5: 42 minutes	Period 5 Targeted



	structured support	structured support	structured support	Synchronous whole group or targeted structured support	structured support
52 minutes	Period 3 Targeted structured support	Period 6 Targeted structured support	Period 3 Targeted structured support	Period 6: 42 minutes Synchronous whole group or targeted structured support	Period 6 Targeted structured support
				Collaborative Time: 60 minutes	

10 minute passing periods to allow for tech access

Mon, Tues, Wed and Fri include a minimum of:

- 158 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) - 40 minutes each for 3 subjects

Thursday includes:

- Some synchronous learning for all students in either whole group or targeted structured support sessions
- A minimum of 240 minutes of assignments to be completed asynchronously, subtract the time students have engaged synchronously - 40 minutes each for 6 subjects

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

## HIGH SCHOOL

Time	Mon	Tues	Wed	Thurs (Times adjusted for CT)	Fri
61 minutes	Period 1 Synchronous whole group learning:	Period 4 Synchronous whole group learning:	Period 1 Synchronous whole group learning:	Period 1: 51 minutes Targeted structured support:	Period 4 Synchronous whole group learning:
57 minutes	Period 2 synchronous whole group learning	Period 5 synchronous whole group learning	Period 2 synchronous whole group learning	Period 2: 47 minutes Targeted structured support:	Period 5 Synchronous whole group learning
57 minutes	Period 3 Synchronous whole group learning	Period 6 Synchronous whole group learning	Period 3 Synchronous whole group learning	Period 3: 47 minutes Targeted structured support:	Period 6 Synchronous whole group learning
40 minutes	Lunch	Lunch	Lunch	Lunch: 40 minutes	Lunch
57 minutes	Period 1 Targeted structured support	Period 4 Targeted structured support	Period 1 Targeted structured support	Period 4: 47 minutes Targeted structured support:	Period 4 Targeted structured support
57 minutes	Period 2 Targeted structured support	Period 5 Targeted structured support	Period 2 Targeted structured support	Period 5: 47 minutes Targeted structured support:	Period 5 Targeted structured support
57 minutes	Period 3 Targeted	Period 6 Targeted	Period 3 Targeted	Period 6: 47 minutes	Period 6 Targeted

	structured support	structured support	structured support	Targeted structured support:	structured support
				Collaborative Time: 60 minutes	

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Mon, Tues, Wed and Fri include a minimum of:

- 175 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) - 40 minutes each for 3 subjects

Thursday includes:

- Some synchronous learning for all students in either whole group or targeted structured support sessions
- A minimum of 240 minutes of assignments to be completed asynchronously, subtract the time students have engaged synchronously - 40 minutes each for 6 subjects

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

# **Attachment 4**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Sacramento City Unified School District**  
**&**  
**Sacramento City Teachers Association**

Professional Development Days for Distance Learning  
2020-2021 School Year

August 31, 2020

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding the professional development distance learning instructional program that will be implemented as the Sac City schools start school for the 2020-2021 School Year.

1. For the 2020-2021 school year only, an additional two days with pay will be added to the work year calendar for professional development focused on the delivery of robust instruction to students via distance learning and will be scheduled for September 1 and 2, 2020, to allow for additional professional development prior to reopening District schools based on the Professional Learning schedule prepared by the District. The traditional work calendar will be increased from 181 to 183 work days for the 2020-2021 school year. In addition, September 3 and 4, 2020, will be considered “smart start” dates with students receiving the required instructional minutes and direct live instruction as set forth below:

	<p><b><u>Sample Smart Start Schedule</u></b>  <b><u>Elementary and K-8 Schools*</u></b>  Thursday, September 3 and Friday, September 4, 2020</p>
9:00-10:00	<p><b>Synchronous Learning</b> to Include</p> <ul style="list-style-type: none"> <li>• Establishing routines and procedures</li> <li>• Setting norms for whole group, small group, and break out rooms</li> <li>• Daily check in and attendance</li> <li>• SEL/community building</li> <li>• Log into and practice using technology</li> <li>• Review syllabus, course content</li> </ul>
10:00-10:15	Teacher: Break

Remainder of day for students	Students and families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology
10:15-12:15	Professional Development
12:15-1:00	Lunch
1:00-3:00	Professional Development

\*Students at K-8 schools in grades TK-6 will follow the elementary smart start schedule while students at K-8 schools in grades 7-8 will follow the secondary smart start schedule.

<u>Sample Smart Start Schedule</u> <u>Secondary and K-8 Schools*</u> Thursday, September 3 and Friday, September 4, 2020	
	<b>Synchronous Learning to Include</b> <ul style="list-style-type: none"> <li>• Establishing routines and procedures</li> <li>• Setting norms for whole group, small group, and break out rooms</li> <li>• Daily check in and attendance</li> <li>• SEL/community building</li> <li>• Log into and practice using technology</li> <li>• Review syllabus, course content</li> </ul>
8:00-10:00	Professional Development
10:00-10:15	Break/transition
10:15-10:45	Period 1/2**
10:45-10:55	Break/transition
10:55-11:25	Period 3/4**
11:25-11:35	Break/transition
11:35-12:05	Period 5/6**
12:05-1:00	Teacher: Lunch
Remainder of day for students	Students and Families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology
1:00-3:00	Professional Learning

\*Students at K-8 schools in grades TK-6 will follow the elementary smart start schedule while students at K-8 schools in grades 7-8 will follow the secondary smart start schedule.

\*\*Odd periods will meet for synchronous instruction and to receive asynchronous instruction on Thursday and even periods on Friday.

- The District's professional development on delivering instruction in a distance learning environment will focus on the following:

- a. Providing planning time and infrastructure that will allow unit members to discuss real-time feedback from students.
  - b. Providing planning resources to work together to design and lead changes in the classrooms.
  - c. Development of a framework for what data will be collected as a feedback loop on student's experience to inform planning and how such data will be collected.
  - d. Development of framework for how the District will ensure students with disabilities and other special populations are fully integrated into every aspect of preparation and participation of the instruction model.
  - e. Utilization of Universal Design for Learning (UDL) during instructional planning time.
  - f. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
  - g. Development and provision academic and social-emotional supports or interventions to be provided to students who are struggling with the instructional model, including training on the SEL mini-lesson.
  - h. Strategies on how to ensure the needs of all students are addressed.
  - i. Use and support for Google Classroom.
3. This MOU addresses only the pre-service and smart start professional development for distance learning for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.
4. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT



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Jorge Aguilar  
Superintendent

SACRAMENTO CITY TEACHERS  
ASSOCIATION

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David Fisher  
President

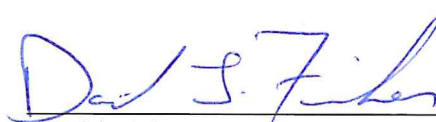
- a. Providing planning time and infrastructure that will allow unit members to discuss real-time feedback from students.
  - b. Providing planning resources to work together to design and lead changes in the classrooms.
  - c. Development of a framework for what data will be collected as a feedback loop on student's experience to inform planning and how such data will be collected.
  - d. Development of framework for how the District will ensure students with disabilities and other special populations are fully integrated into every aspect of preparation and participation of the instruction model.
  - e. Utilization of Universal Design for Learning (UDL) during instructional planning time.
  - f. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
  - g. Development and provision academic and social-emotional supports or interventions to be provided to students who are struggling with the instructional model, including training on the SEL mini-lesson.
  - h. Strategies on how to ensure the needs of all students are addressed.
  - i. Use and support for Google Classroom.
3. Commencing September 8, 2020, the daily start times for instruction with students shall commence at the same time as the bell schedule start time that was in effect at the beginning of the 2019-20 school year, unless otherwise agreed to by the school site teachers and administrator.
  4. This MOU addresses only the pre-service and smart start professional development for distance learning for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.
  5. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT

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Jorge Aguilar  
Superintendent

SACRAMENTO CITY TEACHERS  
ASSOCIATION



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David Fisher  
President



# **Attachment 5**



# OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

*Jorge A. Aguilar, Superintendent*

June 3, 2020

## BOARD OF EDUCATION

*Jessie Ryan*  
President  
Trustee Area 7

*Christina Pritchett*  
Vice President  
Trustee Area 3

*Michael Minnick*  
2<sup>nd</sup> Vice President  
Trustee Area 4

*Lisa Murawski*  
Trustee Area 1

*Leticia Garcia*  
Trustee Area 2

*Mai Vang*  
Trustee Area 5

*Darrel Woo*  
Trustee Area 6

*Olivia Ang-Olson*  
Student Board Member

Via email to: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

David Fisher  
Sacramento City Teachers Association (SCTA)  
5300 Elvas Avenue  
Sacramento, CA 95819

Re: Invitation to Bargain Effects of Returning to School

Dear Mr. Fisher:

The Sacramento City Unified School District (“District”) appreciates the continued hard work and dedication that members of the Sacramento City Teachers Association (SCTA) have demonstrated every day throughout this ongoing crisis to support our students who need us now more than ever. The District is now reaching out to you because, after carefully weighing all options and maintaining District students’ needs as the highest priority, the District believes that when our students return to school for the 2020-2021 school year we will likely need to offer an instructional model consisting of in-person and/or remote learning, in order to obtain the education that they desperately need and deserve. District students have been away from the physical school locations since March 16, 2020 due to the COVID-19 pandemic. The District appreciates all that your members have done to swiftly and relatively seamlessly effectuate a distance learning environment for our students.

While we were forced to move into a distance learning environment for the remainder of the 2019-20 school year, we all know that this is not the environment that we or our students are used to and it presents challenges for our students. This is especially true for students coming from low-income and historically underserved communities, which make up a significant proportion of the District’s student population. The necessity of returning to the classroom in order to best meet our students’ needs, and prevent students from falling behind academically, is apparent.

The District hopes that SCTA will begin negotiations as soon as possible regarding any effects of reopening our schools that you identify and that are negotiable. As you know, our first day of the 2020-2021 school year is September 3, 2020 and we want to start now to begin the discussions that will be critical to ensuring that our students and staff can begin the school year as scheduled and that their health and safety remains a top priority.

The District is available to meet from now until the end of the school year; as well as throughout the summer to discuss any negotiable effects. While it is not yet clear what returning to the classroom will look like, the District values SCTA’s partnership in supporting its students, and looks forward to working collaboratively on this challenging yet vitally important process.

Sincerely,

Jorge Aguilar  
Superintendent

# **Attachment 6**

**From:** Raoul Bozio <Raoul-Bozio@scusd.edu>  
**Sent:** Sunday, August 30, 2020 7:30 PM  
**To:** JBorsos@cta.org  
**Cc:** Nikki Milevsky; David Fisher (DFisher@saccityta.com); Pam Manwiller (pmanwiller@aol.com); Christine Baeta; Shawn Hadnot  
**Subject:** Proposal  
**Attachments:** District's 8-30 Proposal to SCTA (00786361x7AD00).docx

Please find proposal attached.

Best Regards,  
Raoul Bozio  
In-House Counsel  
Sacramento City Unified School District  
(916) 643-9097

"CONFIDENTIALITY NOTICE: This communication may contain privileged (confidential) information only for use by the intended recipient(s) including student, personnel, deliberative process, attorney-client, work product and other privileged information protected under state and federal law. Unless you are the intended addressee, you may not use, copy, disclose, or distribute privileged information (or any privileged information as attachments) to anyone. Unauthorized use or dissemination of privileged information, regardless of the means of transmission, is subject to civil action and/or criminal penalties. If you received this communication in error, please notify the sender by reply e-mail or by telephone and delete the communication. Thank you for your cooperation."

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S  
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between  
Sacramento City Unified School District  
&  
Sacramento City Teachers Association**

MOU- COVID-19 Instructional Programs—Distance Learning  
2020-2021 School Year

August 30, 2020 at 7:22 p.m.

**Proposal**

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding the distance learning instructional program that will be implemented as the Sac City schools start school for the 2020-2021 School Year.

At any time when the District’s schools are in the distance learning model, the following will apply.

**A. Distance Learning Defined**

~~As defined by the California Department of Education, “distance learning” means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.~~

Consistent with Education Code section 43500(a) “distance learning” means instruction in which the student and instructor are in different locations and student are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to, all of the following:

- (1) Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
- (2) Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
- (3) The use of print materials incorporating assignments that are the subject of written or oral feedback.

Components of Distance Learning shall include:

- a. Adherence to the requirements of Senate Bill 98 (SB 98).
- b. Daily attendance taken for each period/class session.
- c. A combination of synchronous and asynchronous instruction.
- d. Recognition and time investment in Social and Emotional Learning (SEL)

**1. Curriculum Content and Evaluation to Address and Mitigate Learning Loss**

- a. While engaged in distance learning/teaching, unit members will plan their courses and plan for modifications to ensure the best possible continuity of instruction taking into account the changed access for students and teachers. During distance learning, classroom teachers will emphasize the essential standards typically taught in that time period. Unit members will use the Universal Design for Learning and develop innovative activities to support teaching modalities that meet student needs.
- b. Consistent with Education Code section 43503(b), distance learning will include all of the following:
  - (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
  - (2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
  - (3) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
  - (4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
  - (5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
  - (6) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board

or body of the local educational agency will develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

- c. During periods of distance learning, unit members assigned to a classroom teaching position will provide the specified minimum instructional minutes set forth below ~~a minimum of 240 minutes of instruction and student support to students per day~~, which will include both scheduled synchronous and asynchronous instruction, and targeted structured support to students:

Grade level	Total minimum minutes of learning each day	<u>Minimum synchronous minutes of learning each day</u>	<u>Minimum asynchronous minutes of learning each day</u>
<u>TK-K</u>	<u>200-180</u>	<u>140</u>	<u>40</u>
<u>1-3</u>	<u>252 <del>245-230</del></u>	<u>185</u>	<u>45</u>
<u>4-6</u>	<u>272 <del>265-240</del></u>	<u>190</u>	<u>50</u>
<u>7-8</u>	<u>278 <del>265-240</del></u>	<u>180</u>	<u>60</u>
<u>7-8 Monday</u>	<u>Up to 240</u>		
<u>9-12</u>	<u>295 <del>285-240</del></u>	<u>180</u>	<u>60</u>
<u>9-12 Monday</u>	<u>Up to 240</u>		
<u>Continuation School</u>	<u>180</u>	<u>TBD</u>	<u>TBD</u>

These 240-minutes will be exclusive of planning; office hours; required-professional development; and faculty, department, and grade level meetings. ~~In providing daily instruction to students, unit members will ensure that they provide synchronous and asynchronous instruction and targeted structured support consistent with the following schedules:~~

**2020-2021 School Schedules for Distance Learning**

<del>Grade level</del>	<del>Minimum minutes of SYNCHRONOUS instruction for all students</del>	<del>Maximum minutes of synchronous TARGETED STRUCTURED SUPPORT based on student need</del>	<del>Minimum minutes of ASYNCHRONOUS learning</del>	<del>Total minimum minutes of learning each day</del>
	- - A	B	C	A+B+C
<del>TK-3</del>	<del>132</del>	<del>Up to 165</del>	<del>120 subtract B</del>	<del>252</del>
<del>4-6</del>	<del>152</del>	<del>Up to 165</del>	<del>120 subtract B</del>	<del>272</del>

7-8	158	Up to 156	120 subtract B	278
7-8 Thurs	Some for all students	Up to 254	240 subtract B	240
9-12	175	Up to 171	120 subtract B	295
9-12 Thurs	Some for all students	Up to 286	240 subtract B	240

<p><b><u>SYNCHRONOUS</u></b> instruction shall be defined as a student or group of students engaged in learning at the same time using technology that allows the teacher and the student to connect in real-time to deliver:</p> <p>a. <u>Timely actionable feedback to students</u>  b. <u>Direct instruction to students through video</u>  c. <u>Teacher guided peer-to-peer learning</u>  d. <u>Whole-group or small group instruction.</u></p>	<p><b><u>TARGETED STRUCTURED SUPPORT</u></b> time is synchronous instruction that includes:</p> <ul style="list-style-type: none"> <li>• Small group instruction/intervention</li> <li>• Individual check ins</li> <li>• Designated ELD</li> <li>• Student supports, and social emotional check ins</li> </ul>	<p><b><u>ASYNCHRONOUS</u></b> instruction shall be defined as learning done on students' own time, at their own pace, and based on student need or after the student demonstrates ability to or mastery of the learning intention to work independently.</p>
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- d. Unit members who provide services to students with disabilities will follow the above instructional minute requirements to the extent such requirements do not conflict with a student's individualized education plan ("IEP"). In the event there is a conflict with the above instructional minute requirements and a student's IEP, the unit member will follow the IEP. Special Education schedules shall follow the attached daily schedule for general education classroom teachers at their grade band. Teachers will provide special education services and consultation with parents and collaborate with related service providers as needed. Preparation time for unit members who provide services to students with disabilities will be no less than the general educator's preparation time.
- e. Unit members will be responsible for certifying that they provided daily instructional time described above based on the time value of assignments as determined by the employee using the District's designated form and/or process for certification. The form developed by the California Department of Education will be used for purpose of certifying the time



value of assignments. In the event this certification can be done through the Infinite Campus, the District will notify SCTA and the certification will then occur through the Infinite Campus.

- f. Unit members will utilize Google Classroom as their learning management system. Unit members will utilize other virtual tools or platforms to provide daily synchronous learning to their students consistent with ~~the requirements outlined above~~ this agreement.
- g. Classroom teachers continue to be responsible for lesson designing/planning that includes the following components:
  - Learning target/objective
  - Student engagement
  - Direct instruction
  - Student practice and peer to peer learning
  - Demonstration of student learning
  - Use of formative assessment and feedback
- h. In planning and delivering direct instruction, unit members will access and utilize scope and sequence strategies contained in the District's scope and sequence guidelines attached as Attachment A. These guidelines are intended to incorporate Math and ELA essential standards while addressing the social and emotional and English Learner needs of students.
- i. Consistent with Education Code section 43500, unit members will provide video or audio instruction in which the primary mode of communication between the student and employee is online interaction, instructional television, video telecourses, or other instruction that relies on computer or communications technology. Such instruction will be recorded, unless other prerecorded instruction of equal time and quality is used (i.e. NearPod), to allow students and families to access the instruction based on family and student need. A District administrator shall not video or audio record live instruction by unit members without prior notice and consent.

The parties share a goal of providing equitable access to instruction for students who are not able to regularly participate in distance learning during the regular daily distance learning schedules at their respective school sites.

## **2. Assessing Student Learning to Ensure Robust Distance Learning and Mitigate Learning Loss**

To implement a meaningful, consistent, and robust assessment process to address student learning loss, the Parties agree to the following:

- a. ~~The District will develop and schedule assessments to identify specific areas where instruction or intervention may be needed to improve student learning. The parties acknowledge that there is currently a dispute between them regarding student assessments this is being arbitrated. Without impacting either parties' respective position in that arbitration, the parties agree that the District may proceed with its proposed assessments as provided by the District on August 29, 2020 (Appendix C) while in a distance learning model.~~

This agreement does not prohibit any individual student assessment requested by a parent or an assessment specifically and unambiguously mandated by state or federal law.

- b. ~~Certificated unit members will develop and implement a plan to meet the social-emotional needs of their student prior to administering an assessment. Examples include greetings and a warm-up game (with physical distancing) to ease anxiety, prior to asking students to demonstrate learning.~~
- c. The District will provide interventions for students as necessary, and such interventions may include sessions with an intervention provider or specialist through video conference, scaffolding for specific task assignments, pre-highlighted texts, more frequent feedback or check-ins, time management supports, or maintaining a daily written agenda.
- d. ~~Certificated unit members will develop formative and progress monitoring assessments throughout their lessons and will provide actionable information about student's learning status relative to the desired lesson goal. Certificated staff will use data from assessments to adjust their instruction, identify those in need of further intervention and enrichment, and ensure student progress towards learning goals. Formative assessment examples may include collecting exit tickets through Google Classroom at the end of each class session, whether online or in person; using an opener to reinforce skills and check for understanding on concepts recently taught; giving students opportunities to share what is working and what is not working; or continuing to provide ample opportunity for discussion and meaningful content interaction with students through high-order thinking questions.~~
- e. The District will provide and teachers will engage in professional learning for teachers on assessments.
- f. ~~Unit members will clearly establish learning goals and will explicitly communicate such goals to students. This may include providing students with an essential question or learning goal at the beginning of instruction, and frequently referring back to the question or goal. In the distance learning context, this can include prominently posting the~~

~~learning goal or essential question on a teacher's web page, asking students to keep a learning log to track their key learnings throughout a lesson or unit, or weekly check ins that require students to respond to the essential question using information from the week's lessons and activities.~~

- g. ~~Unit members will utilize Google Classroom and provide students with quiz style assessments that they can complete synchronously or asynchronously.~~
- h. The Parties will utilize the resources and tools outlined in the California Department of Education's ("CDE") Guidance of Diagnostic and Formative Assessments when developing policies and procedures for implementing diagnostic assessments, formative assessments, and summative assessments.

Nothing in this Section 2 is intended to waive or impact the arguments being made by the District or SCTA in AAA Case No. 01-20-0000-2531 related to assessments or the 2016 assessments MOU.

### **3. Student Interventions**

~~Student interventions will take place with their classroom teacher during the targeted support times in the attached schedules.~~

### **3. Collaboration to Improve Student Outcomes**

- a. Unit members will collaborate while they are engaged in distance learning using ~~either in person or virtual meetings to the extent allowed under the applicable health orders.~~
- b. Consistent with section 5.11 of the CBA, unit members will collaborate while engaged in the distance learning plan. It is expected any collaboration meetings will be conducted via electronic platforms or in a manner consistent with the then-current directives and our guidance from city, county, or state officials.
- c. Consistent with section 5.10 of the CBA, Directors, principals, or designees will schedule virtual staff meetings for purposes, of including, but not limited to, facilitating and implementing distance learning. The day and time for the staff meeting will ~~remain as stated in the CBA~~ be on the day designated on the schedules attached at Attachment B.

### **4. Professional Development to Enhance Instruction**

- a. ~~All unit members will complete the three self-paced modules for Universal Design for Learning (a framework to improve and optimize teaching and learning for all people based on scientific insights into how humans learn), including: (a) Mindset, (b) Frame, and (c) Lesson Delivery, in Spring 2020, will complete these modules and the corresponding processing guides and submit the processing guides to their principal or supervisor on or August 31, 2020/September 15, 2020. The time to complete the three (3) modules is approximately one (1) hour per module for a total of three (3) hours. [This would not be needed if the professional development in paragraph d below is conducted]~~
- b. ~~All unit members will complete the a District-provided self-paced online professional development related to the use of Google Classroom to provide support for ongoing distance learning instruction in Spring 2020, will complete this online professional development and certify completion to their principal on or before August 31, 2020/September 15, 2020. The expected time for self-paced training is approximately up to six (6) hours, but may vary depending on familiarity with Google Classroom. [This would not be needed if the professional development in paragraph d below is conducted]~~
- c. ~~The one professional development day provided for in section 5.2.1 of the CBA will be moved to September 2, 2020 to allow for a full day of professional development on distance learning. In addition, fFor the 2020-2021 school year only, an additional two days with pay will be added to the work year calendar for professional development focused on the delivery of robust instruction to students via distance learning and will be added on scheduled for September 1 and 2, 2020, to allow for additional professional development prior to reopening District schools based on the Professional Learning schedule prepared by the District. The traditional work calendar will be increased from 181 to 183 work days for the 2020-2021 school year. In addition, September 3 and 4, 2020, will be considered “smart start” dates with students receiving the required instructional minutes and direct live instruction as set forth below:~~

	<p><b><u>Sample Smart Start Schedule</u></b></p> <p><b><u>Elementary</u></b></p> <p><b><u>Thursday, September 3 and Friday, September 4, 2020</u></b></p>
<b><u>9:00-10:00</u></b>	<p><b><u>Synchronous Learning to Include</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Establishing routines and procedures</u></b></li> <li>• <b><u>Setting norms for whole group, small group, and break out rooms</u></b></li> <li>• <b><u>Daily check in and attendance</u></b></li> </ul>

	<ul style="list-style-type: none"> <li>• <u>SEL/community building</u></li> <li>• <u>Log into and practice using technology</u></li> <li>• <u>Review syllabus, course content</u></li> </ul>
<u>10:00-10:15</u>	<u>Teacher: Break</u> <u>Students and families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology</u>
<u>10:15-12:15</u>	<u>Professional Development</u>
<u>12:15-1:00</u>	<u>Lunch</u>
<u>1:00-3:00</u>	<u>Professional Development</u>

<h2 style="color: red;"><u>Sample Smart Start Schedule</u></h2> <h3 style="color: red;"><u>Secondary</u></h3> <p style="color: red;"><u>Thursday, September 3 and Friday, September 4, 2020</u></p>	
	<p style="color: red;"><b><u>Synchronous Learning to Include</u></b></p> <ul style="list-style-type: none"> <li>• <u>Establishing routines and procedures</u></li> <li>• <u>Setting norms for whole group, small group, and break out rooms</u></li> <li>• <u>Daily check in and attendance</u></li> <li>• <u>SEL/community building</u></li> <li>• <u>Log into and practice using technology</u></li> <li>• <u>Review syllabus, course content</u></li> </ul>
<u>8:00-10:00</u>	<u>Professional Development</u>
<u>10:00-10:15</u>	<u>Break/transition</u>
<u>10:15-10:45</u>	<u>Period ½</u>
<u>10:45-10:55</u>	<u>Break/transition</u>
<u>10:55-11:25</u>	<u>Period ¾</u>
<u>11:25-11:35</u>	<u>Break/transition</u>
<u>11:35-12:05</u>	<u>Period 5/6</u>
<u>12:05-1:00</u>	<u>Teacher: Lunch</u> <u>Students and Families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology</u>

<u>1:00-3:00</u>	<u>Professional Learning</u>

- d. The District’s professional development on delivering instruction in a distance learning environment will focus on the following:
- i. Providing planning time and infrastructure that will allow unit members to discuss real-time feedback from students.
  - ii. Providing planning resources to work together to design and lead changes in the classrooms.
  - iii. Development of a framework for what data will be collected as a feedback loop on student’s experience to inform planning and how such data will be collected.
  - iv. Development of framework for how the District will ensure students with disabilities and other special populations are fully integrated into every aspect of preparation and participation of the instruction model.
  - v. Utilization of Universal Design for Learning (UDL) during instructional planning time.
  - vi. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
  - vii. Development and provision academic and social-emotional supports or interventions to be provided to students who are struggling with the instructional model, including training on the SEL mini-lesson.
  - viii. Strategies on how to ensure the needs of all students are addressed.
  - ix. Use and support for Google Classroom.

The District and SCTA agree on the importance of conducting a meaningful and system-wide implicit bias training, including training on strategies for combatting institutional racism. To that end, the District proposes that Dr. Nancy Dome, who is currently retained by the District through an agreement with the Black Parallel School Board to provide expert recommendations for our District on combatting implicit biases, to conduct this training for SCTA unit members during the 2020-2021 school year in a format recommended by Dr. Dome.

**5. Ensuring the Social Emotional Learning of our Students**

- a. As students are adapting to the new instructional models, unit members will work to address their social and emotional well-being by:
- i. Providing students with non-academic focused check-ins.
  - ii. ~~Providing students with age-appropriate lessons on the science behind infection.~~

- iii. Continue to address social emotional learning even when students are engaged in distance learning and utilize the list of resources provided by the CDE for supporting students during distance learning found here: <https://www.cde.ca.gov/ci/se/seldistance.asp>.

## 6. Serving Students with Disabilities During Distance Learning

- a. In addition to the other requirements outlined throughout this agreement, and to meet the needs of students with disabilities during distance learning, the parties agree to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and therefore agree to do the following:
  - i. Provide required instructional minutes as set forth above and consistent with each student's IEP.
  - ii. Work with each family and student through the IEP process to determine what FAPE looks like for each student and family during COVID-19, which may require changes to the IEP developed pre- COVID-19.
  - iii. Make required changes to each student's IEP to address the duration and overarching changes to education delivery and contingency plan for pivoting in and out of distance learning.
  - iv. Use the District's models for all students as the basis for establishing FAPE.
  - v. Ensure children with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities and provide supports when necessary.
  - vi. Use annual IEP to plan for traditional school year and while not required, include distance learning plans or addendums, where necessary, to address distance learning needs during immediate or future school site closures.
- b. The parties agree that service logs will be maintained as necessary to comply with the applicable law. Special education teachers and case managers will maintain service logs documenting all instruction and upload to SEIS ~~not less than weekly~~ as necessary to demonstrate compliance with student IEPs. The District and SCTA will meet on September 8, 2020 to discuss compliance requirements and how to meet those requirements.
- c. Special education teachers/case managers and service providers will work collaboratively with core content teachers to accommodate or adapt lessons to meet the needs of students in a distance learning environment and ensure that lessons and activities are appropriate, as documented in the

student's IEP and the recommendations identified by the ~~administration~~ IEP team.

- d. Students with disabilities will be offered continuity of learning through a variety of distance learning resources, ~~and in-person learning options~~, as appropriate.
- e. ~~For students who are placed in a Special Day Class (SDC), the District will provide both a blended learning and a distance learning option. This is due to the small number of students in these classes, which allows for students to maintain safe physical distancing, while still being at a physical school site for instruction. Parents of students enrolled in the District's SDC programs will also have the option to enroll their child in the District's distance learning option. However, should they choose to enroll in the distance learning options, there will be changes to the manner and delivery of special education services, as necessary, in an online environment.~~
- f. ~~Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed by students at home, as appropriate, to provide students with the opportunity to work on specific skill areas to provide educational benefit, maintain current progress, and prevent regression towards identified goals. All Related Service Providers will maintain service logs and upload them to SEIS no less than weekly.~~
- gf. Virtual tools (compliant with the Americans with Disabilities Act as required) will be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP, to the extent allowed by law.
- hg. School Psychologists ~~and mental health counseling staff~~ and social workers will provide virtual or telephone appointments to students for social, emotional and/or behavioral needs as deemed necessary ~~by the District in consultation with the psychologists~~, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools, to the extent allowed by law and as appropriate given the student's needs. Service logs will be maintained and uploaded to SEIS not less than weekly.
- ih. Counselors will provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance as well as college/career questions. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law and as appropriate given the student's needs. Service logs will be maintained and upload as required.



- ji. Speech and Language Pathologist will provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law.
- kj. The Parties agree to meet at the request of either party to discuss implementing guidance from the California Department of Education and/or United States Department of Education in order to ensure that the District provides equitable and appropriate education for students with special needs.

## **7. Monitoring Student Engagement and Attendance**

- a. Consistent with Education Code section 43504, unit members will monitor student engagement and attendance as follows:
  - i. Track daily participation for each student on each schoolday for which distance learning is provided using the tracking system determined by the District. Daily participation may include participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees and students or parents or guardians.
  - ii. Maintain a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participating, and tracking assignments in a manner that seeks to minimize the loss of instructional time provided to students.
  - iii. For students who are not engaged in distance learning, unit members will follow the District's written procedures for tiered reengagement strategies, including but not limited to verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student, and, when feasible, transitioning the student to full time in person instruction.
- b. Unit members will regularly communicate with parents/guardians regarding students' academic progress.

## **8. Communication with Parents/Guardians and Students**

- a. Unit members will check their District email daily during the regular work week and respond to ~~emails from~~ parents and students that require a response during the regular work week and during contracted work hours within 24 hours.
- b. Unit members will not be required to provide personal cell phone numbers or email addresses in communications with parents or students.

- c. Every Monday, or the first workday after if Monday is a holiday, unit members will inform parents/students on a form provided by the District of their instruction schedule, their learning intentions for each day of the week, the unit member’s availability to provide support through Targeted Structured Support or other means, and dates on which assignments and curriculum will be disseminated and due to be returned during the week. The teacher’s individual schedule and availability will align with the instructional schedule established by the District to meet health and safety protocols as State and county officials.
- d. Unit members will hold a virtual back to school night for parents and guardians to share important updates about their class, expectations for students, critical dates, and student activities.

**9. Grading and Feedback to Students During Distance Learning**

Unit members will grade students consistent with the District’s grading processes as set forth in Education Code and District policies and regulations 5121.

**10. Evaluation, Support, and Feedback to Employees During Distance Learning**

~~All of the provisions of the CBA regarding evaluations will continue to apply to certificated bargaining unit members during the 2020-2021 school year and any evaluation-related meetings or observations that are typically conducted in person will be held virtually while the District is engaged in a full distance learning model.~~

Temporary and Probationary employees, and employees who received a “does not meet performance standards” evaluation and/or was placed on an improvement plan in either the 2018-2019 and/or 2019-2020 school years, will be evaluated during the 2020-2021 school year and any evaluation-related meetings or observations that are typically conducted in person will be held virtually while the District is engaged in a full distance learning model. The evaluation will take into account the changed working conditions as a result of distance learning and its impact on the employee per Article 6.1.9 of the Collective Bargaining Agreement.

The District recognizes that many bargaining unit members have children and family circumstances that may result in occasional unexpected interruptions to instruction. Unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.

**11. Equipment, Training, and Technical Support for Distance Learning**

- a. The District will ~~continue to~~ provide computers and work with unit members, including child development, who have internet connectivity

issues so that they can continue to deliver distance learning ~~as was done in Spring 2020~~. Unit members will maintain District equipment in good repair and order but will not be liable for damage to District equipment that occurs for reasons beyond the unit member's control.

- b. Unit members ~~are not authorized to~~ who incur additional personal expenses due to distance learning and ~~should~~ who cannot use existing District technology and equipment at a school site specified by the District, may submit a request for reimbursement consistent with the District's Board Policy 3350 up to a total of \$100 for the 2020-2021 school year.
- c. The District will provide unit members with online access to District provided technical support. 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. Technology/instructional on call support will be available to staff during their regular work hours for any distance learning support needed.
- d. District employees using district-provided technology, whether hardware or software, including district networks, emails, and applications, are included within the parameters of the District's Acceptable Use Policy, previously signed by all unit members; thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the District's Acceptable Use Policy applicable. Unit members agree to comply with the District's Acceptable Use Policy when working remotely (e.g. using District provided e-mail, logging into district resources (e.g., Google Drive) etc.).
- e. District Board Policy 4132 and applicable laws will govern ownership of works created by employees during distance learning.

## 12. Employee Work Hours

- a. While engaged in distance learning, unit members are expected to continue to work their regular work hours (~~6.5 hours for classroom teachers unless otherwise as stated in the CBA and 8.0 hours for nonclassroom educators or prorated portion thereof for part time employees~~) in which they will provide the required daily instructional minutes to students, and ~~to~~ engage in planning and preparation time, participate in IEP meetings, and collaboration time with their colleagues, in addition to responding to student and parent emails, phone calls, and questions, and participating in faculty meetings and professional development.

The schedule of part-time bargaining unit members will be proportionately reduced in accordance with the staff member's full time equivalency.

The daily start times for instruction with students shall commence at the same time as the bell schedule start time that was in effect at the beginning of the 2019-20 school year.

- b. Unit members will have the ability to access their school site and classroom while the District is using the distance learning model for purposes of facilitating distance learning and teaching from their classroom, provided they follow any state and federal orders regarding physical distancing and health and safety measures.
- c. All necessary adults who supervise and support, teach, or assist in the classroom such as administrators, prep teachers, RSP teachers, and paraprofessionals should be given access as a student in to the Google Classroom to allow them to perform their duties and support the classroom teacher. Administrators shall be provided with access to observe live virtual platforms. In the interest of mitigating any potential interruptions/disruptions to the instruction, the administrator will notify the unit member prior to the start of school on the day of the visit.

- 13. Health and Safety. [See District's July 2 proposal as revised on July 10, 2020]**
- 14. Distance Learning Workgroup. The Chief Academic Officer or designee will meet with SCTA leaders twice monthly to discuss curriculum and instructional matters related to distance learning.**
- 15. Limited Agreement. This MOU addresses only the distance learning aspects of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.**
- 16. Term of Agreement. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.**

## **Attachment A**

The updated scope and sequences in math and ELA are as follows:

- [20-21 Scope and Sequence for ELA](#)
- [20-21 Scope and Sequence for Math](#)

## Attachment B

### PRIMARY ELEMENTARY (TK—3)

Time	Mon	Tues	Wed	Thurs	Fri
66 minutes	Synchronous whole group learning:- ELA / ELD	Synchronous whole group learning:- ELA / ELD	Synchronous whole group learning:- ELA / ELD	Synchronous whole group learning:- ELA / ELD	Synchronous whole group learning:- ELA / ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
66 minutes	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Collaborative Time	Targeted structured support

Each day includes a minimum of:

- 132 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support)

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

**INTERMEDIATE ELEMENTARY (4—6)**

Time	Mon	Tues	Wed	Thurs	Fri
76 minutes	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
76 minutes	Synchronous whole group learning: Math /Science/ Social Science	Synchronous whole group learning: Math /Science/ Social Science	Synchronous whole group learning: Math /Science/ Social Science	Synchronous whole group learning: Math /Science/ Social Science	Synchronous whole group learning: Math /Science/ Social Science
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Collaborative Time	Targeted structured support

During distance learning, each day includes a minimum of:

- 152 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support)

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

**MIDDLE SCHOOL**

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Time	Mon	Tues	Wed	Thurs (Times adjusted for CT)	Fri
54 minutes	Period 1 Synchronous whole group learning:	Period 4 Synchronous whole group learning:	Period 1 Synchronous whole group learning:	Period 1:- 44 minutes Synchronous whole group or targeted structured support	Period 4 Synchronous whole group learning:
52 minutes	Period 2 synchronous whole group learning	Period 5 synchronous whole group learning	Period 2 synchronous whole group learning	Period 2:- 42 minutes Synchronous whole group or targeted structured support	Period 5 Synchronous whole group learning
52 minutes	Period 3 Synchronous whole group learning	Period 6 Synchronous whole group learning	Period 3 Synchronous whole group learning	Period 3:- 42 minutes Synchronous whole group or targeted structured support	Period 6 Synchronous whole group learning
40 minutes	Lunch	Lunch	Lunch	Lunch:- 40 minutes	
52 minutes	Period 1 Targeted structured support	Period 4 Targeted structured support	Period 1 Targeted structured support	Period 4:- 42 minutes Synchronous whole group or targeted structured support	Period 4 Targeted structured support
52 minutes	Period 2 Targeted	Period 5 Targeted	Period 2 Targeted	Period 5:- 42 minutes	Period 5 Targeted



	structured support	structured support	structured support	Synchronous whole-group or targeted structured support	structured support
52 minutes	Period 3 Targeted structured support	Period 6 Targeted structured support	Period 3 Targeted structured support	Period 6:- 42 minutes Synchronous whole-group or targeted structured support	Period 6 Targeted structured support
				Collaborative Time: 60 minutes	

10 minute passing periods to allow for tech access

Mon, Tues, Wed and Fri include a minimum of:

- 158 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) 40 minutes each for 3 subjects

Thursday includes:

- Some synchronous learning for all students in either whole group or targeted structured support sessions
- A minimum of 240 minutes of assignments to be completed asynchronously, subtract the time students have engaged synchronously 40 minutes each for 6 subjects

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

## HIGH SCHOOL

Time	Mon	Tues	Wed	Thurs (Times adjusted for CT)	Fri
61 minutes	Period 1 Synchronous whole group learning:	Period 4 Synchronous whole group learning:	Period 1 Synchronous whole group learning:	Period 1:- 51 minutes Targeted structured support:	Period 4 Synchronous whole group learning:
57 minutes	Period 2 synchronous whole group learning	Period 5 synchronous whole group learning	Period 2 synchronous whole group learning	Period 2:- 47 minutes Targeted structured support:	Period 5 Synchronous whole group learning
57 minutes	Period 3 Synchronous whole group learning	Period 6 Synchronous whole group learning	Period 3 Synchronous whole group learning	Period 3:- 47 minutes Targeted structured support:	Period 6 Synchronous whole group learning
40 minutes	Lunch	Lunch	Lunch	Lunch:- 40 minutes	Lunch
57 minutes	Period 1 Targeted structured support	Period 4 Targeted structured support	Period 1 Targeted structured support	Period 4:- 47 minutes Targeted structured support:	Period 4 Targeted structured support
57 minutes	Period 2 Targeted structured support	Period 5 Targeted structured support	Period 2 Targeted structured support	Period 5:- 47 minutes Targeted structured support:	Period 5 Targeted structured support
57 minutes	Period 3 Targeted	Period 6 Targeted	Period 3 Targeted	Period 6:- 47 minutes	Period 6 Targeted

	structured support	structured support	structured support	Targeted structured support:	structured support
				Collaborative Time: 60 minutes	

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Mon, Tues, Wed and Fri include a minimum of:

- 175 minutes of synchronous instruction for all students
- 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) 40 minutes each for 3 subjects

Thursday includes:

- Some synchronous learning for all students in either whole group or targeted structured support sessions
- A minimum of 240 minutes of assignments to be completed asynchronously, subtract the time students have engaged synchronously 40 minutes each for 6 subjects

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students can re-watch lessons as needed.

**ATTACHMENT C**