Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Safely Reopening Schools to In-Person Instruction/Services
& Independent Study
March 30, 2022

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District ("SCUSD") and the Sacramento City Teachers Association ("SCTA") agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", ~~dated August 2, 2021.~~ as updated from time to time.

2. SCDPH guidance applicable to schools.

3. The SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 11, 2022 (~~update date to latest version throughout this MOU~~), subject to SCTA approval), except in instances where the SCUSD "Return to Health" plan conflicts with this MOU, wherein this MOU shall prevail.

4. All revisions and updates to the above health and safety guidelines. If any provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendations, and considerations from SCDPH or CDPH the Parties agree to meet and confer.

If any provision contained in this MOU conflicts with a provision of the Collective Bargaining Agreement between the Union and the District, the higher standard shall prevail. The District's failure to adhere to the guidelines and regulations, including its "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA to continue conferring on health and safety matters related to COVID-19, including but not limited to ventilation, cleaning and disinfecting, community spread, contact tracing, and staff and student testing. The purpose of this committee is to ensure that each facility meets health and safety standards and to address concerns when raised. In addition, the committee will continue to further explore, on an ongoing basis, additional safety measures for District employees, students, and the public.

Section II: County Risk Level.

In the event that there is an increase in the County risk level or an outbreak at a school or work site such that the California Department of Public Health, the Sacramento County Department of Public Health or California Department of Occupational Health and Safety (Cal-OSHA) recommend the closure of the District, school site or work site, SCUSD will abide by said recommendation. The District will notify SCTA within twenty-four (24) hours of receipt of the recommendation.

~~Within fifteen days of this agreement, the District shall establish a standard that will determine when a school shall revert to distance learning due to staff absences that severely impede in-person student learning, consistent with the J-13 waiver process. After the standard has been established, the District will negotiate with SCTA regarding the impact of the standard and its effects.~~

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. All District staff and students shall be required to be fully vaccinated against COVID by April 30, 2022 , except those staff or students who have a medical exemption or religious/sincerely held belief exemptions that keeps them from being vaccinated. The District will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

A. The District shall actively support and assist the Sacramento Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:

B. The Parties shall communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;

C. The District shall provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;

D. Unit members may use 2-hours to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of paid time in order to be vaccinated. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Prior to April 30, 2022 and pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be required to provide proof of vaccination (full course of 1 dose or 2 dose vaccine) to the District by April 30, 2022. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at https://www.scusd.edu/vaccinations. Bargaining unit members who are vaccinated after April 30, 2022 , may request to present vaccination proof at a later date through the District's vaccination portal.

According to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore we must maintain all other public health mitigation strategies already in practice.

Beginning October 15, 2021, the District shall ~~conduct~~ provide COVID testing for all students and staff returning to any school or worksite, and shall continue to offer testing for all students and staff at least weekly, subject to availability of testing materials and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel.

The District shall also adhere to Cal-OSHA testing requirements during an "outbreak" (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a "major outbreak" (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak, and immediate testing and twice weekly testing for employees during a major outbreak, among other measures.

The District shall create and maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated at least twice weekly with reported confirmed positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will ~~be~~ self- screen for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. ~~Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring~~ The District will contract to provide medical assistants to assist with COVID testing, and when not testing they can also assist with screening, providing supervision of the care room if/when needed, ensuring health and safety measures are in place and contact tracing.

Symptoms to be screened for include:

a. Fever 100.4 degrees Fahrenheit or higher
b. Cough
c. Shortness of breath or difficulty breathing
d. Fatigue
e. Muscle or body aches
f. Headache
g. New loss of taste or smell
h. Sore throat
i. Congestion or runny nose
j. Nausea or vomiting
k. Diarrhea
l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

A. Students and staff who do not pass screening as provided in section V of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait

in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.

B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.

C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated March 11, 2022, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.

E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.

1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.

2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

E. **Notification**

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and

2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.

3. The District will continue to provide notice to staff, students and families consistent

with the notification method that was in place during the 2020-21 school year.

F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expired on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year, retroactive to October 1, 2021 and through December 31, 2021, after which the COVID sick leave required by state law SB114_ shall apply. Such leave will be provided for employees who request it (within 30 days) of ratification and approval of this agreement) for COVID-related illness during the applicable timeline. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.

G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave. Teachers who are required to quarantine for COVID-19 related reasons may volunteer to provide instruction remotely via Zoom to students in the classroom while those students are supervised by a substitute and that such teachers be compensated at the bargaining unit members contractual hourly rate for the additional time needed to prepare for such Zoom instruction.

H. **Return to Work Criteria:** The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021).

A. Physical Distancing

The District shall limit occupancy of bathrooms, elevators, locker rooms, staff rooms, offices, warehouses, and conference rooms, and any other shared work or school spaces shall be consistent with CDPH guidelines and enable individuals to maintain as much physical distance as possible.

B. Face masks and Cloth Face Coverings

1. The District shall make available disposable N95 or KN95 masks to staff to wear while on school grounds if staff or students may have forgotten a mask. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.

2. The SCUSD masking policy adopted by the Governing Board and effective March 12, 2022:
    - When Sacramento County falls to the "low community level" per Center for Disease Control (CDC) category, and remains there for four consecutive weeks, SCUSD will align with the CDPH guidance to strongly recommend masking, but not require

masks to be worn in school settings. Until that category is met, SCUSD's mask requirement remains in effect for all staff, students and visitors.

- A return to the "high" community COVID transmission level per CDC metrics would trigger a required return to indoor masking. SCUSD would also consider resuming the masking requirement if Sacramento County entered "medium" community level depending on global/national/local trends.
- SCUSD's masking requirement would also resume if state or local public health officials issue a future order for school masking.

~~3. All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief "mask break" outside of the classroom and distanced from others. . Students with documented medical or behavioral contraindications to face masks and cloth face coverings are exempt. A cloth face-covering or face shield should be removed for meals, snacks, naptime, or when it needs to be replaced. This includes family members and caregivers dropping off or picking up students. CDPH guidelines call for individuals not able to wear masks to wear alternate PPE if able to do so (face shields with drapes, etc.). [Insert standard adopted by the school board.]~~

~~4. In situations where a student is not able to wear a face covering due to a developmental delay, medical condition, mental health condition or disability, each student's individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.~~

C. Sanitation Stations

The District will ensure that hand washing stations and sanitizing supplies (including paper towels, tissues, hand sanitizer with at least sixty percent (60%) ethyl alcohol, and disinfectant wipes) are easily accessible in all areas frequented by staff.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.

2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.

3. The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes N95 and KN95 masks, face shields, and disposable gloves.

5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.

The above standards shall apply in each SCUSD facility classroom, auditorium, gymnasium, nurses' office, or other occupied area in which bargaining unit members are required to report to work**.**

1. On or before September 2, 2021, and thereafter when any change occurs, SCUSD Facilities Director or other appropriate person or designee will provide to SCTA a list by school and classrooms of which classrooms are equipped with MERV 13 filters and those in which portable HEPA filters are placed. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.
2. HVAC systems will be begin running at least two (2) hours before the beginning of the school day and continue for at least two (2) hours after.
3. Occupied spaces will only be used if they are equipped with an HVAC system that provide for the introduction of outside air into the occupied space, or if they are equipped with functional CO2 Monitors.
4. Within two weeks of students returning to each school site, the site will be provided two (2) portable, battery-powered CO2 monitors, or loggers to check classrooms during their peak occupancy. Within two weeks of the resumption of in-person instruction at the site, District facilities staff will conduct a walk-through of each classroom while they are fully occupied to check CO2 levels, and will flag any classroom that registers over 1000 parts per million (ppm). If a classroom registers over 1000 ppm that classroom will not be used until the cause for the high CO2 level has been corrected. Certificated staff member may request a classroom check and be provided the use of the logger, if they detect an immediate problem or concern of a ventilation system failure.
5. ~~Effective September 2, 2021, the District will work with qualified vendors to engineer and install CO2 monitors in rooms that lack compatible controls with the existing building control system. The District will retain a qualified 3rd-party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. Moving forward as~~

~~part of its multi-year projects, all District mechanical projects will include CO2 monitors.~~

6. The District has retained a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per CDPH Industry Guidance.

Section XI COVID-19 Prevention Program (CPP)

Parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined

through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

Accommodations may include, but are not limited to: the provision of personal protective equipment (PPE), heightened social distancing protocols, and remote working. If the unit member is unable to accept any accommodations, all unit members will be granted any and all available leaves under the CBA or state and federal leaves for which they qualify (e.g. permissive, FMLA).

~~In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.~~

Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. Students with disabilities will be offered the independent study instructional model ~~the same as general educational students.~~ consistent with their IEP ~~and segment teachers/staff will be hired to ensure that all students can have the full continuum of options to participate in the independent study instructional model~~.
For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District's Independent Study program regarding student to teacher interaction.

Grade Span	New "Live Interaction" Requirement	New "Synchronous Instruction" Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, "Live Interaction" means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, "Synchronous Instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

A. **Traditional In-Person Instruction:**

1. The parties will implement a traditional, in-person instructional model.

2. In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized method of documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

B. **Independent Study (traditional):**

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students.

a. The Independent Study options shall include the following provisions:

i. **Right to Return to home school. During the 2021-22 school year,** students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning. For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplussing, subject to the provisions of the Collective Bargaining Agreement.

ii. **Maintenance of Staff at Home School**: The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will

continue to be counted in the enrollment numbers of the home school for staffing purposes.

iii. **Filling of Non-traditional Independent Study Positions:** The District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.

iv. **Cap City Staffing**: Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.

v. The District offered voluntary professional development to unit members teaching in independent study to support their work prior to the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.

vi. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

vii. In addition to staff who are assigned to Capital City, teachers at any site may voluntarily provide virtual instruction in their current teaching and credentialed subject area and shall be provided per diem compensation at their contract hourly rate for eight (8) hours each week for students that are enrolled at Cap City. Such teachers shall be assigned no more than 10 students. Teachers shall provide any required daily live interaction and/or synchronous instruction (up to one [1] hour, based on grade level) consistent with AB 130 either individually or in a group setting as necessary to meet the needs of their individual students. The additional time (minimum of three hours) shall be teachers' prep time. Teachers shall use Google Classroom related to providing virtual instruction, and are responsible for assignments, assessment, attendance, grading, and parent communication. Teachers shall be supervised by Cap City administration relating to this independent study related work. The number of such per diem positions and length of service shall be as [as determined by the parties] based upon the District's needs through the end of the 2021-2022 school year. If there are more teachers who are interested in volunteering for such extra work than the work available, teachers shall be selected by seniority.

Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

~~**Section XIV. Indemnity Clause:** This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of $250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.~~

Section XV: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~***Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation pro***~~