

District's Counter Proposal

March 31, 2020

Memorandum of Understanding Between the Sacramento City Unified School District And Sacramento City Teachers Association

School and Program Closures Due to COVID-19 MOU #3 (DISTANCE LEARNING PLAN)

This Memorandum of Understanding (MOU #3) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," with regard to the closure of District schools and programs as a result of COVID-19.

The District and SCTA recognize the importance of maintaining learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

The District and SCTA agree that continuity of District instruction is important for and provisions should be made for District students and employees who are impacted by the COVID-19 pandemic.

Distance Learning Program

In the interest of implementing distance learning, the parties agree:

1. During the period of the school closures, it is the expectation that unit members will work remotely. Unit members will have the ability to access their school site during the emergency school closure for purposes of facilitating distance learning, provided they follow any state and federal orders regarding physical distancing and mitigation measures when going to their school site. All school sites have been deep-cleaned and sanitized.
2. Distance learning coursework will promote continuity of learning while students are not in school due to the school closures related to the COVID-19 pandemic. The Distance Learning course work will include enrichment and intervention.
3. The Parties recognize distance learning as a model that will require flexibility in scheduling. The pace of instruction will be based on the needs of the students and consistent with grade level standards. Teaching and learning will not be synchronous and therefore teachers and students will not be expected to be in the same digital space at the same time for the lesson. Rather, students and families will engage in the learning at times that suit them best during the day.
4. Classroom teachers will be expected to consistently provide instruction, resources, and support to students through distance learning. Elementary classroom teachers will provide time each day, at least one hour in the morning, and at least one hour in the

afternoon, for a total of at least two (2) hours each day, to be available via email, phone, and/or other virtual methods to respond to and support the needs of students. Secondary classroom teachers will provide time each day, at least one and a half (1.5) hours in the morning, and at least one and a half (1.5) hours in the afternoon, for a total of at least three (3) hours each day, to be available via email, phone, and/or other virtual methods to respond to and support the needs of their students. To ensure that students have the ability to access all their teachers as needed throughout the day, the office hours for secondary classroom teachers will be designed by the staff member who builds the school's master schedule and communicated to classroom teachers by April 8, 2020.

5. To that end, the District expects that classroom teachers will provide instruction via distance learning consistent with the following:
 - a. Classroom teachers assigned to grades transitional kindergarten (TK) to second grade will utilize a hybrid model with online instruction via Google Classroom and any applicable Board adopted curriculum and paper packets as needed to ensure all student can access such curriculum.
 - b. Classroom teachers assigned to grade 3 to 6 will utilize a hybrid model, with online instruction via Google Classroom and any applicable Board adopted curriculum to all students and paper packets provided as needed to ensure all students can access such curriculum.
 - c. Secondary classroom teachers assigned to grades 7 to 12 will focus on their assigned subject area(s). A hybrid model will be used, with online instruction via Google Classroom to all students and paper packets provided as needed to ensure all students can access such curriculum.
6. While engaged in distance learning/teaching, teachers are required to plan and assess where they are in their courses, and plan for course modifications to ensure continuity of instruction and changed access for students. During distance learning, classroom teachers will focus on essential standards that would have been taught by the teacher from the date of the closure (March 13, 2020) to the end of the school year. Classroom teachers will plan lessons focused on these essential standards.
7. Classroom teachers continue to be responsible for lesson designing/planning that includes the following components:
 - Learning target/objective
 - Instruction
 - Student practice
 - Demonstration of student learning
 - Use of formative assessment and student feedback

Communication with Students and Families

9. Each classroom teacher will check email regularly and communicate with their students/families on a consistent basis including responding to student/family phone calls and emails in a timely manner.

Support for Employees on Distance Learning

10. A Google Classroom “Super-User” (a classroom teacher with in-depth experience with and knowledge of Google Classroom) will be designated for each school site by April 12, 2020, to provide continued support for and respond to questions from classroom teachers in utilizing Google Classroom.

Employee Collaboration and Staff Meetings

11. Consistent with section 5.11 of the Collective Bargaining Agreement (“CBA”) between the District and SCTA, 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.
12. Consistent with section 5.10 of the CBA, Directors, principals, or designees may schedule virtual staff meetings for purposes of facilitating and implementing distance learning. The day for the staff meeting will remain as stated in the CBA, but principals will work with their staff to schedule a time for the meeting that works best for all involved.

Nonclassroom Based Educators

13. Unit members assigned to positions outside of the classroom, including, but not limited to counselors, social workers, nurses, school psychologists, behavior specialists, training specialists, program specialists, and speech and language will participate in online learning modules to transition supports to distance learning and supporting students remotely. They will be available via phone, email, or any other format that the staff member has established with their supervisor, students, and/or the staff they support during contract hours as they continue to perform their duties during the school closure.
14. Prep specialists will develop activities for their students and create grade-level Google classrooms.

Student Grades

15. By April 20, 2020, teachers will ensure that the grades for the students in their classroom are updated and current as of March 13, 2020, the last school day before schools were closed. Students will be “held harmless” and will not receive a lesser grade than their current grade (as of March 13, 2020) as a result of engaging in distance learning during this unprecedented time. Consistent with Education Code section 49067 and Board

Administrative Regulation 5121, teachers will provide opportunities for students to earn a higher grade as a result of engaging in distance learning, and may be assigned options for credit recovery.

Accessibility of Distance Learning

16. Special education teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons to meet the needs of students' IEPs in a digital and remote learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP.
17. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that students with IEPs have access to the same learning opportunities as other students.
18. Related Service Providers (Speech Language and Hearing Specialists, Adapted PE, etc.) will prepare distance learning activities that can be completed at home as appropriate. They will maintain service logs.
19. Teachers assigned to teach Moderate/Severe Special Day Classes (SDC) will utilize the Unique curriculum in supporting their student's needs during distance learning.
20. Digital options to meet and collaborate on a student's Individualized Education Program (IEP) could be triggered and implemented during the closure.
21. The Parties agree that accessibility of distance learning will be consistent with state and federal guidelines for meeting the needs of students with disabilities.

Reopening Schools

22. Prior to reopening schools, all classrooms will be cleaned and sanitized.
23. In the event schools are determined safe to open, the District will designate the work day immediately preceding the day on which schools are scheduled to reopen for preparation to allow unit members to prepare for their return to work with students. Sixty (60) minutes of that day may be used for staff meetings at the discretion of the principal. The remainder of that time is to be determined by teachers.

Extra Duty Stipends

24. The stipends set forth in Article 12 of the CBA for unit members that would have been earned during the school closure period will be paid.

Other Terms

25. All employees working remotely are required to take their preparation period, break, and lunch periods consistent with the law and the CBA.

26. This MOU does not apply to unit members who do not have a current assignment.
27. If the need for this MOU as it is related to COVID-19 extends beyond May 3, 2020, the District and SCTA may renew this agreement upon mutual agreement and based on the continuity of State funding for the closure. If, as a result of the school closures, the District is required to “make up” the school days that students missed during the closure, the District and SCTA will negotiate how the days may be made up.
28. This MOU does not preclude continued discussion between the District and SCTA on other working conditions impacted by the COVID-19 pandemic.
29. This MOU is subject to change as required by any order issued by a federal, state or local officer or agency that impacts or contradicts the terms of this MOU.
30. This MOU is not precedent-setting and has been created to address an emergency situation involving the closure of our schools.
31. This MOU shall expire on June 30, 2020, but may be extended by mutual agreement.