Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)
In-Person Special Education Assessments While in a Distance Learning Model

~~October 23, 2020~~

District Counter Proposal November 20, 2020

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District ("District" or "SCUSD") and the Sacramento City Teachers Association ("SCTA"), collectively "the Parties" regarding in-person special education assessments while the District is in a distance learning model.

1. The District is responsible for providing Special Education assessments as required by state and federal law.
2. Legally required ~~in-person~~ special education assessments that cannot be effectively, ~~or~~ reliably, or otherwise be conducted virtually will be provided in-person on a one-to-one basis, that is, one teacher or service provider and one student, unless a student need specifically requires otherwise.
3. Staffing may include a teacher/service provider, and including but not limited to, program specialist, school psychologist, school nurse, school social worker, speech therapist, behavior specialist.
4. Participation by District employees represented by SCTA in conducting in-person assessments while the District is in distance learning shall be on a voluntary basis. ~~Beginning November 2, 2020, District employees will begin conducting in-person Special Education assessments consistent with the below.~~ If there are not enough qualified unit members who volunteer to conduct in-person special education assessments to meet the District's threshold of completing 20% of overdue assessments per month, the District and SCTA agree that the District may retain outside contractors and/or retirees to conduct in-person assessments for the sole purpose of completing overdue assessments.
5. Participating SCTA-represented employees who commence providing assessments may elect to withdraw from participation. Employees who withdraw will be required to provide at least 48-hour notice to the District prior to withdrawing. ~~The District will continue to honor reasonable accommodations that employees are entitled to pursuant to state and federal law and the CBA for any employee with a disability that limits in-person work.~~
6. In-person assessment will be ~~provided~~ conducted during the regular work hours of the employee and the operational hours of the ~~jointly-approved of the~~ District facility where the assessment is scheduled to take place. ~~The District agrees to adjust the workload for those staff who are conducting the assessments during regular hours to accommodate the extra time required to conduct the assessments.~~
7. ~~As needed,~~ The District may ~~offer~~ authorize additional hours outside of the employee's workday to conduct assessments ~~on a voluntary basis~~. Such additional hours will be paid at the employee's Daily Contractual Rate. The District will offer additional hours in writing based on the administration's determination that such is necessary in order to complete assessments.

8. In-person Special Education assessments will occur only by appointment.
9. ~~For assessments conducted outside of the employee's regular workday, if the scheduled student is absent without providing at least a six-hour notice, the SCTA-represented employee shall be paid for assessing another available student or for completing assessment reports.~~
10. In-person assessment will occur either outdoors (~~where possible~~ when confidentiality can be maintained) or in a classroom with sufficient space for full compliance with state and county health and safety guidelines. ~~agreed-upon social distance protocols and adequate ventilation, air filtration and air circulation. Standards for classrooms to be approved for in-person Special Education assessments are set forth below.~~
11. In-Person meetings will follow the most current state and county guidelines as incorporated in the Return to Health guidelines – most specifically the steps outlined in the District's, "Essential Meetings at Work Sites" at page 23.
12. ~~To address the increased workload and to reduce the backlog of overdue Special Education assessment SCTA-represented certificated staff working with Special Education students each SCTA-represented certificated staff whose workload has been increased because of the challenges posed by the pandemic and distance learning will receive an additional two hours of pay for each instructional day, beginning with the first day of school, August 31, 2020 and continuing through the period of distance learning. The hours will be paid according to each employee's Daily Contractual Rate.~~
13. ~~Within ten (10) days of the execution of this agreement,~~ Each group of professionals (i.e. Psychologists, Speech Specialists, Behavior Intervention Specialists, School Nurses, Social Workers, Special Education Teachers, and other affected job classifications) who may be ~~volunteering to~~ conducting in-person assessments under these circumstances, will use existing time provided by the CBA to~~be given paid time to~~ meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies.
14. The District will continue to provide ~~an adequate and appropriate amount of~~ the needed assessment supplies and materials to provide appropriate and safe in-person special education assessments. ~~This may include alternative tools or technologies to facilitate social distancing as appropriate to discipline; separate testing materials to eliminate cross contamination; and additional test kits, smartboards, and other materials.~~
15. ~~The first group of assessments that will occur under this agreement will be the backlogged initial assessments, followed by new initial assessments, that cannot otherwise be accomplished through a virtual setting. After the completion of these assessments, the parties will work to expand the scope of assessments.~~ The District expects to reduce the District's overdue assessments by 20% per month in addition to completing any assessments that are due in a given month.

A. Safety Protocols. In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health and the Sacramento County Department of Public Health (SCPH) regarding school re-openings, in-person Special Education assessments may commence when the following health and safety conditions and protections have been met and verified:

~~A. COVID Testing, Daily Screening, Contact Tracing:~~

1. ~~The District and SCTA will mutually develop student, staff and family testing and daily screening processes based on recommendation, review and approved verification from Dr. Robert Harrison, MD, MPH at the University of California San Francisco Occupational and Environmental Medicine Department, Laura Kurre, California Teachers Association Health and~~

~~Safety Coordinator, and a representative from the Sacramento County Department of Public Health. [Dr. Harrison has worked extensively on COVID-19 testing, including leading large-scale testing operations in California. He also teaches about surveillance testing. He is the author of numerous publications in the area of occupational medicine.]~~

Community Forum. The District will hold an informational forum inviting all interested stakeholders to discuss the efforts being made to ready District schools for reopening.

2. **Contact Tracing.** In coordination with the Sacramento County Department of Public Health, SCUSD will continue to provide comprehensive contact tracing, also known as communicable disease follow-up, and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families. Communicable disease monitoring and response is an ongoing responsibility of Student Support & Health Services (SSHS) staff and SSHS will follow the guidelines and procedure outlined in Return to Health, Procedures for COVID-19 Cases in the SCUSD Community to respond to positive cases and close contacts in order to reduce the spread of COVID-19 in the community. SSHS will keep up-to-date with current information and update District and school site administrators regarding the guidance received from CDC, SCPH and CDPH. (See Return to Health).

~~3. The District will ensure that the testing capacity based on the recommendations from Dr. Harrison et al are in place prior to the commencement of in-person Special Education assessments.~~

3. **COVID-19 Testing Plan.** The District continues to coordinate with SCPH, which provides 10 free COVID-19 testing locations throughout the county. Locations and scheduling procedures are available on the District's website and have been shared with all employees. SCPH recommends surveillance testing where all teachers and school site staff are tested for COVID-19 every two months, with approximately 25% of staff being tested every two weeks.

School employees and students who need testing can either go to their health care provider or a state-operated or other community testing site. The Department of Managed Health Care has filed an emergency regulation to require health plans to pay for COVID-19 testing for all essential workers, including employees in school. (See Return to Health.) Expanded hours and priority testing is provided to all school staff or community partners working in schools.

SCUSD will continue to work closely with the SCPH to further determine testing protocols and strategies and will update our testing protocols when further guidance is provided by CDPH or SCPH.

4. **Daily Health Screenings.** Site-based, daily screenings will be provided by identified staff trained in screening protocols. ~~by school nurses or other agreed-upon trained medical professionals who volunteer for such duties~~. All individuals are asked to screen themselves at home before reporting to a school or work site. Additionally, an active screening will also be conducted for all individuals reporting to a District site. All individuals will ensure they pass all the screening criteria posted at each entry before entering the school or work site. Hand-held and/or touchless temperature screeners will be utilized to ensure individuals do not have a fever. (See Return to Health).

5. ~~The parties agree to meet jointly with Kaiser, HealthNet and the Sacramento County Department of Public Health to coordinate the financing, availability and locations for implementing the testing protocols referenced in Section A, Paragraph 1, above.~~

B. Facility Health and Safety Protections

~~Before a school site receives approval to host in-person Special Education assessments, the District will comply with the following "Ventilation and Energy Efficiency Verification/Repair Program" set forth by the National Energy Management Institute and the UC Davis Energy and Efficiency Institute, White Paper Version 3 (September 1, 2020). The District agrees that the availability of school sites to provide in-person Special Education assessment will address the inequities that exist in the SCUSD system, and that school sites will be located throughout the district, with a particular emphasis on those schools with the highest concentration of students with the greatest need. The District further agrees to address the inequities created by the varying transportation requirements of students with special needs~~. The District will develop a dashboard,~~ modeled on the one in use by the San Francisco Unified School District,~~ to provide a transparent overview of the readiness of each school site to resume in-person instruction.

~~Verification will be certified by UC Davis's Theresa Pistochini or other agreed-upon expert, and will include the following:~~

~~(1) the District will assess, maintain, adjust, and, if necessary, repair existing heating,~~

~~ventilation and air conditioning (HVAC) systems to verify proper and efficient operation, as well as compliance with health and safety standards;~~

~~(2) the District will install carbon dioxide (CO2) sensors in classrooms to verify that proper ventilation is maintained throughout the school year; and~~

~~(3) the District will prepare an HVAC Assessment Report documenting the work performed and identifying any additional system balancing, upgrades, replacements or other measures recommended to improve the health, safety, and/or efficiency of the HVAC system.~~

The District will continue to consult with UC BRAID[1] Healthy Schools Restart Workgroup, which includes local UC Davis Physicians, to further develop and refine our health practices. This group includes experts from across the UC system throughout the state, assisting school districts in safely opening schools and supporting students. SCUSD will also continue to work in collaboration with SCPH Public Health Nurses assigned to the Schools Team, who are available to conduct educational site visits at schools to provide technical assistance on safer operating procedures.

In addition to the state and local guidance on school reopening, and though not required, the District has taken additional measures and will continue to go above and beyond the federal, state, and local requirements, including concerning HVAC and ventilation standards. See SCPH FAQ at page 28. In

[1] https://www.ucbraid.org/ (*University of California Biomedical Research Acceleration, Integration, & Development (UC BRAID) creates opportunities to improve health for Californians and beyond. Our platform for collaboration helps catalyze innovative ideas and build and leverage shared resources.*)

this regard, and consistent with the SCPH FAQ, the District is following all American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) guidance for ventilation and filtration to help mitigate COVID-19. That includes the following:

- Fully opening up the outside air dampeners on all HVAC to increase airflow;
- All units have been reprogrammed to continuously run with doors and windows open;
- All units will have the highest MERV-rated filter the equipment has been designed to use; and
- Filter changes will take place three times rather than the typical once a year to ensure the best operation of the HVAC units.

The District will work with a third party qualified consultant to conduct a COVID-19 readiness assessment and preparedness evaluation of District sites. The consultant will conduct a review and issue reports on all District sites and classrooms to address their readiness for reopening. This readiness assessment will include:

- Facilities Assessment/HVAC;
- Space Planning; and
- Signage and Wayfinding/Asset Management. Consultant will assess, adjust, and, if necessary, repair existing heating, ventilation and air conditioning (HVAC) systems to verify proper and efficient operation, as well as compliance with health and safety standards.

C. Participant Protections:

The District's Return to Health Guidelines will be followed at all times and updates following new state and local guidance will be provided to community and labor partners. Some of the key specific elements of the Return to Health Guidelines for the purposes of one-to-one assessments are listed below:

1. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus ~~that has been mutually-approved for in-person Special Assessments.~~
2. All students, staff and parents/guardians are required to use face coverings at all times.
3. If a child refuses to keep a mask or face coverings on when testing, ~~an administrator or administrative designee will remove the student and call the family.~~ ~~T~~the assessor will reschedule the assessment. 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 individual student's needs will be considered in consultation with their health provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants. If a medical recommendation is made for a student not wearing a mask, the assessment shall be provided using staff PPE, such as a face covering and face shield.
4. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation~~, and at least ten (10) feet separation when possible~~.
5. Hand sanitizer will be provided for all staff, students and parents/guardians.
6. Each facility will have a pre-designated drop-off and pick-up location for students.
7. Each classroom will be sanitized on at least a daily basis, and after each assessment.
8. Individuals may wear a face covering of their choosing that meets the guidelines, however face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student with mutually-approved Face Coverings sufficient to accommodate the specific assessment being administered.

9. Face Shields will be provided for staff and student upon the request of the staff person or student.
10. Classrooms will be equipped with Plexiglass barriers.
11. The District will provide hand sanitizer ~~and~~ or hand washing stations at each location, as well as disinfectant. (may be wipes or spray).
12. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper) ~~so that materials will only be used once per day~~. The District will sanitize materials after each use as necessary.
13. Students and parents will be directed to use the public restroom.

This MOU addresses only the in-person Special Education assessments set forth in this MOU for the 2020-21 school year and does not preclude continued discussion between the District and SCTA on additional in-person assessments and other working conditions related to the reopening of schools.

This MOU expires on June 30, 2021 unless the Parties mutually agree, in writing, to extend it.