

DISTRICT COUNTER TO SCTA PROPOSAL 4/3/2020

**Memorandum of Understanding
By & Between
The Sacramento City Teachers Association (SCTA)
&
The Sacramento City Unified School District (SCUSD)
Regarding the Commencement of Distance Learning on April 13, 2020**

April 23, 2020

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

In his March 13, 2020 Executive Order (N-26-20), California Governor Gavin Newsom directed school districts to “continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study.”

Following the Governor’s Executive Order, the parties reached ~~an~~ agreements (MOU #1 and MOU #2) in which they agreed to work together “in order to inform a mutually-developed long-distance learning capacity that may be implemented going forward.”

Although teachers throughout the District have informally been providing engagement, enrichment and review instruction to students, it is in the best interest of students to develop and implement a more systemic distance learning program in the Sacramento City Unified School District.

~~This agreement is also consistent with the District’s written commitment (see Jorge Aguilar to Sac City Unified Staff, March 20, 2020) to “developing and providing comprehensive and equitable learning opportunities to *all* students.”~~

The parties jointly agree that SCUSD and SCTA members will begin providing instruction through mutually developed long-distance learning options on Monday, April 13, 2020.

~~This agreement is also consistent with Governor’s Newsom’s “Framework for Labor-Management Collaboration: Serving Local Communities During the COVID-19 Emergency” issued on April 1, 2020 which encourages the parties “to work together to find the best path for the students, the staff and communities.”~~

~~And as further stated in Governor Newsom’s “Framework”: “Emergency declarations have not suspended obligations to bargain with exclusive representatives,” and that “recognizing the need may arise to take significant and time-sensitive actions, parties are still expected to fulfill this obligation as soon as is practicable.”~~

~~In order to accomplish that,~~ Based on the above, the parties hereby agree as follows:

- ~~1. **Joint Agreement to Meet the Needs of SCUSD students:** Consistent with Governor’s Newsom’s Framework for Labor-Management Collaboration”: SCTA and SCUSD agree to engage in open, ongoing and frequent communication. SCTA and SCUSD further agree to continue to deliver education to students through any practical means. SCUSD agrees to~~

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~~treat SCTA as its partner regarding information gathering, developing plans, and decision-making.~~

1. **Remote Work Schedule:** 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.

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 and content 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.

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, secondary teachers will work with their principal to create a schedule that allows students to access their teachers during the day.

2. **Distance Learning Defined, Assessment and Student Expectations**

~~The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.~~

“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

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communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback. [This is CDE Definition]

~~District and State assessments scheduled after March 16, 2020 have been suspended.~~

~~Distance Learning activities provided to students will include enrichment, engagement, and review. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. [DELETED BECAUSE REFERENCED IN PARAGRAPH ON GRADES BELOW]~~

3. **Distance Learning Models:** ~~Consistent with the Governor’s Executive Order online and~~ aAs defined above, distance learning involves a variety of methods that a school district can use to “continue delivering high-quality educational opportunities.” The parties recognize that they may use online learning separately and in combination with other distance learning instructional tools, including paper packets and other methods. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students. Classroom teachers will work with their supervisor to determine how paper packets will be made and distributed to students who need them.

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.

4. ~~**Availability of Curriculum and Other Resources:** SCTA and SCUSD will work together to provide an accessible menu of curriculum aides and other resources for teachers to use during the extraordinary period of Distance Learning. The parties will also work together to provide technical support to staff.~~

Curriculum Content and Evaluation ~~Any mutually developed curriculum resources or lessons (as mutually developed in the process set forth in #7 above) and provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in~~

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~~their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.~~ While engaged in distance learning/teaching, unit members will plan and assess where they the academic standing of their students are in their courses, and plan for course modifications to ensure the best possible continuity of instruction taking into consideration changed access for students and teachers. During distance learning, classroom teachers will emphasize, ~~as much as possible,~~ essential standards that would have been taught by the teacher from the date of the closure (March 13) through the school year. Unit members will use the Universal Design for Learning and develop innovative activities to support teaching modalities that meet student needs. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic period of distance learning.

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
- ~~5. **Preparation Time:** Bargaining unit members shall be provided one (1) paid day to prepare lessons and resources to transition to distance learning during the week of April 6 through April 12.~~
6. **Posting of Grades Already Earned as of March 13, 2020:** 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.
- a. For elementary teachers, posted grades will reflect the grade earned by students at the end of the trimester, March 13, 2020. Students may continue to make up work assigned prior to March 13, 2020.
 - b. For secondary teachers, posted grades will reflect the grades earned by students through March 13, 2020. Students may continue to make up work assigned prior to March 13, 2020. Because the quarter was not scheduled to end until April 3, students shall be “held harmless” for work that was previously assigned for completion after March 13, but ~~not due~~ between March 16 and April 3, 2020~~until after March 13 or after April 3.~~

Students will be also 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

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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.

~~7. **Reimbursement for Expenses:** Bargaining unit members shall be reimbursed for expenses incurred with working from home including but not limited to increased personal data usage, supplies and home internet. Receipts shall be provided. The maximum reimbursement will be \$300 per bargaining unit member.~~

8. Staff Communication with District:

Bargaining unit members shall check their District email daily during the regular work week.

Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement (section 5.10). The day for the staff meeting will remain as stated in the collective bargaining agreement, but principals will work with their staff to schedule a time for the meeting that works best for all involved, as well as other staff meetings as necessary. Unit members who are unable to attend a scheduled staff meeting will work with their supervisor to obtain any information shared during the meeting. ~~Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).~~

9. **Communication with Parents and Students:** 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. Consistent with Paragraph 4, above, on a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining Unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.

10. **Live Video and Audio Lessons:** ~~Students only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity according to the District's acceptable use policy. Teachers will not be required to conduct live video over their objection, pursuant to the District will comply with~~ Education Code Section 51512.

~~11. **Curriculum Content and Evaluation** Any mutually developed curriculum resources or lessons (as mutually developed in the process set forth in #7 above) and provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning. While engaged in distance learning/teaching, teachers will plan and assess where they are in their courses, and plan for course modifications to ensure the best possible~~

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~~continuity of instruction taking into consideration changed access for students and teachers. During distance learning, classroom teachers will emphasize, as much as possible, essential standards that would have been taught by the teacher from the date of the closure (March 13) through the school year.~~

12. ~~**Remote Work Schedules:** Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs) to both students and staff, bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closures.~~
13. ~~**Student Expectation:** Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are maximum time limits students should be expected to engage with distance learning lessons each week. These maximum times include screen time, homework, reading, and other activities per grade level:~~
- ~~i. TK-K: No more than 1 hour daily~~
 - ~~ii. 1-3: No more than 2 hours daily~~
 - ~~iii. 4-5: No more than 2.5 hours daily~~
 - ~~iv. 6-8: No more than 2.5 hours per week per content area~~
 - ~~v. 9-12: No more than 3 hours per week per content area~~

~~It is important to emphasize that these expectations for students are maximums, not minimums. Because of a variety of circumstances, students may not be able to accomplish the maximums, even if assigned.~~

14. ~~**Intent of Coursework:** The coursework provided to students shall have the intention of will promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of an individual students' acquisition of essential standards mastery. The work provided will not require summative assessments or grading. When possible, the work provided will focus on development of the student's proficiency of the essential standards.~~
15. ~~**Teacher Discretion in Meeting the Needs of Students:** Any distance learning activities provided to students shall be for the purpose of enrichment, engagement and/or review of previously taught material, and/or exposure to new material in the current curriculum. The activities selected shall be at the discretion of the teacher in accordance with the needs and available resources of their students. The activities provided will not require summative assessments or grading. In addition, students will be held "harmless," and will not receive a lesser grade than their current grade as a result of their participation in the non-school site-based learning. This aligns with direction from the State Superintendent of Public~~

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~~Instruction that assessments should not be used as a summative measure, but rather as a formative measure to gauge instruction and determine where students need support.~~

- 16. Reasonably Similar Roles for Unit Members:** ~~The District has previously agreed in writing that certificated staff shall not be required to work outside of their job description. Consistent with Governor Newsom’s “Framework for Labor-Management Collaboration,”~~ It is understood that agreed by the parties may agree that staff/unit members “may need to perform functions that are reasonably similar to their typical roles.”
- 17. Staff Time Off:** ~~Consistent with Governor Newsom’s “Framework for Labor-Management Collaboration,” special consideration shall be made for employees with dependents or with higher risk for COVID-19, as needed to protect their health and/or make arrangements for dependent care. No employee will have accrued leave deducted for taking time needed to comply with a medical professional’s recommendation, including to self-quarantine, secure one’s own health or secure the health of one’s household during the COVID-19 crisis. Employees with dependent care needs, who are not available to participate in Distance Learning, should not have accrued leave deducted for failing to report unless the District offers no cost child care during reasonable work hours and the employee has declined.~~
- 18. Special Education, Counselors, Psychologists and Language, Speech and Hearing Specialists, Behavioral Intervention Specialists, and Social Workers:** ~~The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital distance learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.~~
- a. ~~Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate, to provide all students access to the same learning opportunities.~~
 - b. ~~Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.~~
 - c. Teachers assigned to teach Moderate/Severe Special Day Classes (SDC) will utilize the Unique curriculum in supporting their student’s needs during distance learning.

~~Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student’s IEP.~~

~~School Psychologists, Behavioral Intervention Specialists, Social Workers and others may~~ will provide appointments for students for social emotional and/or behavioral needs as

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deemed necessary ~~by the bargaining unit member~~, as well as communicate with families to provide support. Any appointments scheduled ~~may will~~ be conducted in person, by telephone, or through virtual tools.

Counselors ~~may will~~ provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations will be conducted in person, via email, via telephone, or ~~other through~~ virtual tools, ~~as appropriate~~.

Speech and Language Specialists ~~may will~~ provide individual and/or group virtual lessons. ~~If group lessons occur, parents must submit a permission slip that authorizes student participation in group meetings.~~ These lessons may be conducted in person, via email, by via telephone, or through other virtual tools, ~~as appropriate~~.

Unit members who currently maintain service logs for their work with students will continue to do so.

The Parties agree that accessibility of distance learning will be consistent with state and federal guidelines for meeting the needs of students with disabilities.

- #. Nonclassroom Based Educators. 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 professional learning modules to transition supports to distance learning and supporting students remotely. They will be available via phone, email, or any other format that established with their supervisor, students, and/or others they support during contract hours as they continue to perform their duties during the school closure.

Prep specialists will develop activities for their students and create grade-level Google classrooms.

19. **Regular Meetings to Provide Equitable and Appropriate Education for Our Students with Special Needs:** The parties agree to meet regularly to address implementation of guidance from the California Department of Education as well as the federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
20. **Collaboration:** Consistent with section 5.11 of the current Collective Bargaining Agreement (“CBA”) between the District and SCTA, unit members will collaborate ~~Staff may collaborate as necessary and appropriate while they are engaged in Distance Learning.~~ Collaboration will be conducted in a manner that complies with guidelines set forth by the Center for Disease Control (CDC), Sacramento County of Public Health and state guidelines. ~~Recognizing this unique situation, the time and manner of collaboration will be determined by the teachers.~~

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21. Response to Alternative Requirements: In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agreed to meet immediately to negotiate on the impact.

~~**22. Compensation for Day-to-Day Substitutes:** The District will work to cooperate with day-to-day substitutes when they file for unemployment. Any substitute who is denied unemployment or who would receive unemployment benefits calculated on a weekly basis that is below their regular earnings (set forth in the calculations in this section below) will receive the difference between the unemployment benefit and the amount they would have received if “they would have otherwise have been paid during this closure.”~~

~~In compliance with the Governor’s Executive Order (N-26-20), and consistent with Governor Newsom’s “Framework for Labor-Management Collaboration” (April 1, 2020) which states the District should “continue to pay employees” including “temporary, hourly, exempt and non-exempt, as well as probationary employees [the School District] determine they would otherwise have been paid during this period of closure,” the District will continue to pay day-to-day substitutes beginning on March 13, 2020 and continuing for every instructional day that schools are closed during the remainder of the 2019-20 school year. Substitutes may be used to support the work of other certificated staff in providing Distance Learning.~~

~~The amount of pay that an individual day-to-day substitute will be paid at a daily rate will be calculated according to the follow formula:~~

~~The number of instructional days worked by a substitute from January 6, 2020 to March 12, 2020 (x days) divided by the total number of instructional days from January 6, 2020 to March 12, 2020 (45 days) multiplied by \$221.99 (the current daily rate).~~

~~To give three examples:~~

~~A substitute who worked every day from January 6, 2020 to March 12, 2020 would be paid: $45/45 = 1 \times 221.99 = \221.99 per day.~~

~~A substitute who worked 40 days from January 6, 2020 to March 12, 2020 would be paid: $40/45 = 88.9\% \times \$221.99 = \197.32 per day.~~

~~A substitute who worked 25 days from January 6, 2020 to March 12, 2020 would be paid: $25/45 = 55.6\% \times \$221.99 = \123.32 per day.~~

The District and SCTA will continue to explore opportunities for work by substitute teachers to train in and support the distance learning program.

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23. **Extra Duty Stipends:** The District will pay stipends set forth in Article 12 of the parties' collective bargaining agreement for the entire 2019-20 school year.
24. **Reopening of Schools:** ~~The District and SCTA recognize the importance of maintaining safe and healthy facilities and operations for the benefit of students and the communities served by the District and teachers and staff, as well as the importance of prudent measures to prevent District employees, students, their families and other users of District facilities from being exposed or infected with coronavirus. Toward that end, the District agrees~~
- a. ~~All facilities are functioning and sanitized according to state and county public health and other agency regulations, including full compliance with Cal OSHA guidelines;~~
 - b. ~~Every classroom will be cleaned and sanitized daily during the coronavirus pandemic when a classroom or work station has been used or visited;~~
 - c. ~~All closed schools will be sanitized and deemed free of the coronavirus before staff or students return.~~
25. **Preparation Days Prior to Reopening:** ~~Upon determination by the State and County Department of Health that schools are safe to reopen and prior to students returning to school, the District shall provide two days of paid preparation to all certificated staff represented by SCTA. At least one of those days shall be for teacher preparation and planning without site or District-level meetings or assignments.~~
26. **Potential Make-up Days:** The District shall submit a "J-13 Request for Allowance of Attendance Due to Emergency Conditions" waiver to the California Department of Education or take any other necessary measures to mitigate the loss of funding due to lower than normal Average Daily Attendance (ADA). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate the make-up student instructional day(s) not to exceed the number of school closure days.
27. **Meal and Rest Periods During Remote Work:** All unit members working remotely are required to take their preparation period, break, and lunch periods consistent with the law and the CBA.
28. **Applicability of MOU:** This MOU does not apply to unit members who do not have a current assignment.
29. **MOU Subject to Change:** 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. **Further Negotiations:** This agreement does not preclude continued discussion between the District and SCTA on other working conditions impacted by the COVID-19 pandemic.

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31. **Collective Bargaining Agreement and Non-Precedence:** All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting. This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

For SCTA

David Fisher, President

Date

For SCUSD

Jorge Aguilar, Superintendent

Date