

District's Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)
Returning Students to School for In-Person Learning

February 26, 2021
District Counter Proposal
March 17, 2021

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 the implementation of the In-Person/Concurrent Instructional Model during the 2020-2021 school year.

Reopening Schools in the In-Person/Concurrent Instructional Model

- ~~1. The District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an In Person/Concurrent Instructional Model, fully reopened to in-person instruction, or reopened after partial or full closure.~~
2. The Parties agree that the attached calendars and In-Person/Concurrent Instructional Model grade level schedules shall apply and are subject to adjustment as necessary.
3. The following relevant metrics from the California Department of Public Health COVID-19 and Reopening In-Person Instruction Framework and Public Health Guidance for K-12 Schools in California, 2020-2021 School Year issued on January 14, 2021, will be used to guide decision-making, and the District will consult with SCTA prior to announcing school closures and openings.
 - a. Grades Pre-Kindergarten through Sixth (PreK-6).
PreK-6, including PreK-6 Self-Contained Special Education classes, may reopen for In-Person/Concurrent instruction when the State’s adjusted COVID-19 case rate for Sacramento County falls below 25 cases per 100,000 population.
 - b. Grades Seventh through Twelfth (Grades 7-12).
Grades 7-12, including Grades 7-12 Self-Contained Special Education classes, may reopen for In-Person Concurrent instruction when the State’s adjusted COVID-19 case rate **for Sacramento County is equal to 7 or less than 7 cases per 100,000 population and** is within the Red Tier for 5 consecutive days **based on the California tiers/levels system that is in effect at that time.**
4. Full Distance Learning Model Return.

The District shall comply with California Department of Public Health Guidance regarding any return to full distance learning.

If the State's adjusted COVID-19 case rate for Sacramento County exceeds 25 cases per 100,000 population or greater, all grade levels shall return to the full distance learning model.

5. In-Person Concurrent Model Implementation Plan.

a. If Sacramento County achieves the metrics included above, the District will reopen consistent with the following:

- Beginning ~~March 22~~ **April 5, 2021**, all SCTA unit members will return to work from their classroom or office, unless they have an accommodation for remote work, and provide distance learning instruction to their students from their classroom.
- April 5, 2021, will be a full distance learning day for students and teachers will engage in collaborative time on this day.
- April 6 and 7, 2021, will be full distance learning days where teachers will do a brief check-in with their students at the beginning of the school day and make themselves available to support student asynchronous learning on these days. The remainder of these days will be used by unit members for their own planning and preparation for the In-Person/Concurrent Instructional Model and to receive any support necessary to be prepared for the return of students.
- Beginning April 8, 2021, Pre-K-3 students and all K-6 Special Day Classes students whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.
- Beginning April 15, 2021, students in grades 4-6 whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.
- **Consistent with AB/SB 86 which provides that at least one secondary grade level returns in the red tier to ensure additional funding. Beginning April 22, 2021, and no later than May 6, 2021 (or earlier consistent with AB/SB 86),** and if Sacramento County is in the Red Tier, students in grades 7-12 whose parent/guardian have elected for them to return to school in person will return to their school to receive instruction in person

and those students whose parent/guardian have elected for them to remain in distance learning will continue in that learning model.

- b. The In-Person/Concurrent Instructional Model for grades 3-12 shall be consistent with the attached Student Instructional Schedules with adjustments made as needed through the meet and confer process. Pre-K-Grade 2 will use a Non-Concurrent Instructional Model and follow the same in-person schedule. (See Attached Schedules.)
 - c. Upon completion of additional training provided by the District to prepare for the return of students, teachers will receive a \$250 stipend. The training shall include but not be limited to:
 - i. Effective use of Universal Design for Learning to ensure access and instruction in the concurrent instructional model
 - ii. Setting up and using new technology to provide and enhance instruction
 - iii. Site health and safety protocols and requirements
 - d. Educational Technology Site Lead Stipends. Each elementary, K-8, and small high school site principal will select one staff member and each comprehensive secondary site principal will select two staff members to assist staff in training and trouble-shooting issues that arise concerning the use of technology in the concurrent instructional model. Selected site technology leads shall receive a \$500 stipend for their work between April and June 2021.
 - e. Site Start Times. Due to logistical requirements, including bus scheduling, nutrition distribution schedules, and related health and safety measures, elementary sites shall follow their normal tiered 8:00 am or 9:00 am start times. Secondary sites will return to their scheduled start times of 2019-2020 to allow for bus schedules and to complete the in-person day before lunch for health and safety reasons (grab and go lunch).
 - f. School sites shall provide instruction to ensure continuity of learning for students remaining online and those choosing to attend onsite instruction.
6. While in the In-Person/Concurrent Instructional Model, SCTA unit members will be expected to continue to comply with the requirements of Senate Bill 98.
 7. The Parties agree to negotiate any effects of decisions related to COVID-19 with SCTA as soon as practical under the then current circumstances.

8. The Parties agree that during the remainder of 2020-2021 school year that the District may transition from one instructional model to another as a result of any State/County/District order:
 - a. Student instruction and services through the Distance Learning Model; and
 - b. Student instruction and services in-person through the partial in-person instructional learning models; and
 - c. Student instruction and services through the full in-person model.

Health and Safety

The District will follow the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD current "Return to Health: Health and Safety Plan During COVID-19."

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 (SCDPH) regarding school re-openings, in-person concurrent instruction may commence when the following health and safety conditions and protections have been met and verified:

- + Vaccinations. The Parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines. Every attempt will be made to facilitate staff SCTA bargaining unit member vaccinations as soon as possible. If unit members must make an appointment during the contractual day, they will work with their site administrator on how to accommodate. Prior to reporting in-person to District schools or worksites for required instruction/services with students, unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District shall make every reasonable effort to ensure that every staff person has been offered the opportunity to be vaccinated for achieved immunity at the prescribed schedule. Staff who desire to be vaccinated but were not able to prior to the agreed-upon commencement of in-person instruction will be handled on a case-by-basis.

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:

- i. 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;
- ii. The District shall ~~each~~ 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;

iii. 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.

2. COVID-19 Testing. 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.

Before students return to school sites for in-person assessments, the District shall provide voluntary COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary COVID testing available to students and staff during normal work hours with every effort made to ensure result turnaround time within forty-eight (48) hours of testing.

In alignment with the CDPH School Guidance outlining testing cadences, the District shall continue testing students and staff at least every two (2) weeks while Sacramento County remains in the red tier or higher. Non-District staff shall 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 CDPH School Guidance and 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. Symptomatic and response testing will be provided as needed or indicated.

3. Contact Tracing. In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.

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

4. Daily Health Screening. Site-based, daily screenings will be verified by identified staff trained in screening protocols. When available, medical personnel may assist with the health screening and care room supervision. The District is working to staff with contracted 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.

5. 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.
6. 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 within a reasonable period of time, not to exceed 7.5 working days, 4 hours of the District receiving confirmation of a positive test. All numbers on the Frontline Dashboard are updated and reported weekly.
7. 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 and will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. The District shall staff the Care Room with medical personnel. When available, medical personnel may assist with the health screening and care room supervision.
8. The following participant protections will be followed at all times and updates following new state and local guidance will be provided to community and labor partners.
 - a. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus.
 - b. All students, staff and parents/guardians are required to use face coverings at all times. The District shall make available disposable 3-ply surgical masks to staff to wear while on school grounds if staff or students may have forgotten a mask. All adults and students, including those in TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus. 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.).
 - c. If a child refuses to keep a mask or face coverings on when testing, 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.~~

- d. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation.
 - i. 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 to provide no less than six (6) feet of distancing. Adjacent bathroom stalls may be used. The District shall post signs with occupancy limits conspicuously at the entrance to each room.
 - ii. Persons on school grounds, including students and staff, will not be allowed to congregate in staff rooms, break rooms, entrances, exits, hallways, or other common areas. At places where students and staff congregate or wait in line, the District shall mark spots on the floor or the walls 6 feet apart to indicate where to stand.
 - iii. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing of 6 feet will be maintained at all times.
- e. Hand sanitizer will be provided for all staff, students and parents/guardians. 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.
- f. Each facility will have a pre-designated drop-off and pick-up location for students.
- g. Each classroom will be sanitized on at least a daily basis, and after each assessment.
- h. Individuals may wear a face covering of their own 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.~~
- i. Face Shields will be provided for staff and student upon the request of the staff person or student.
- ~~j. Classrooms will be equipped with Plexiglass barriers or shields, or both.~~
- k. The District will provide hand sanitizer or hand washing stations at each location, as well as disinfectant which may be wipes or spray. The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes surgical masks, face shields, and disposable gloves.
The District shall ensure that there is a ~~two~~ three-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

- ~~1. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper). The District will sanitize materials after each use as necessary.~~

Health and Safety Committee

The District shall meet monthly with a committee of representatives ~~the Union, CTA and~~ of SCUSD 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 ~~prior to occupancy, that health and safety standards are maintained thereafter,~~ 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.

Facility Health and Safety Protections

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.

1. In addition to the state and local [guidance on school reopening \(see CDPH Consolidated Schools Guidance dated January 14, 2021 at pp. 25-26\)](#), 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. In this regard, 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. [The District plans to move up the third round of filter replacements to April 1, commencing with elementary sites. Facilities staff will determine if MERV-8 filters can be upgraded to MERV-13 in existing HVAC units and replace filters accordingly.](#)
 - 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.

In addition to the above, 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. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 8, AND, and portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.~~
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.

3. By April 5, 2021, ~~beginning on April 13, and then every two weeks thereafter,~~ the SCUSD Assistant Superintendent for Facilities or his 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 will be placed.
4. 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.
5. 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.
6. By April 5, 2021, ~~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.

The District will work with qualified third parties to conduct evaluations of its air ventilation and filtration systems with the targeted time-frame goals based on availability of materials. The District will work with its existing controls vendor to install compatible CO2 monitors by the fall semester of 2021-2022. 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's goal is to install these CO2 monitors by spring semester 2022. Finally, the District will retain a qualified 3rd party technician to complete a TAB report of all units by the end of spring semester 2022. A copy of that report will be provided to SCTA upon completion. The parties recognize that this issue may be revisited in subsequent negotiations about safety conditions related to the 2021-22 school year, and based on information that is more up-to-date after the expiration date of this agreement.

The District will apply for a grant pursuant to AB 841 to assess District HVAC units, provide general maintenance, adjust ventilation rates, filter replacement, and carbon dioxide monitor installation. If the District receives a grant pursuant to AB 841, the District will have a third party review each and every HVAC unit in the District to ensure it is running at optimal efficiency.

Childcare. The District has posted on the district website childcare options for staff working as essential workers at <https://www.scusd.edu/covid-19-support-families> and also provides the District's Employee Assistance Program ("EAP") at <https://www.scusd.edu/risk-management>. Unit members who are unable to return to work due to childcare needs are entitled to any leaves available under state and federal law, or the CBA for such purposes. Upon completion of their in-person teaching day pursuant to the attached schedules, unit members may remain in their classrooms or work from home during the remaining period of the work day, including when providing distance learning or targeted student supports via distance learning. Bargaining unit members may also work remotely for the collaborative and distance learning day on Mondays.

Accommodations for Employees

Employees who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Sacramento County Public Health Officer which makes them high-risk and particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

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). Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

Individuals who have submitted to be accommodated through the interactive process **by the time this tentative agreement is reached or no later than March 24, 2021** may be

determined to qualify for a remote work assignment accommodation for the reopening of schools in-person hybrid model. The process and decisions for employees engaging through the interactive process are not subject to the grievance process.

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.

This MOU is a non-precedent setting document. Provisions applicable to specific bargaining provisions shall either be incorporated into the union's Agreement, or this MOU shall be solely for the purpose of setting baseline safety and health standards. This MOU is intended to consider staff, student, and community safety.

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.

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

Elementary Learning Model

	Monday	Tuesday	Wednesday	Thursday	Friday
In person at school	Full DL Day	Group A	Group B	Group A	Group B
Distance learning from home	Group A Group B Group C	Group B Group C	Group A Group C	Group B Group C	Group A Group C
Learning Hubs*	Group D	Group D	Group D	Group D	Group D

- 3 hours of student instruction
- Tues-Fri: Full day live instruction. Concurrent teaching of students in person and students at home.
- Monday: Distance learning for all. Time for both whole group synchronous instruction and targeted small group instruction. Collaborative Time for teachers.
- Staff is currently analyzing whether Learning Hubs could continue based on possible facilities constraints

Secondary Model

	Monday (periods 1-6)	Tuesday (Periods 1,3,5)	Wednesday (Periods 1,3,5)	Thursday (Periods 2,4,6)	Friday (Periods 2,4,6)
In person at school	Full DL Day	Group A	Group B	Group A	Group B
Distance learning from home	Group A Group B Group C	Group B Group C	Group A Group C	Group B Group C	Group A Group C

- Tues-Fri: Full day live instruction. Concurrent teaching of students in person and students at home.
- Monday: Distance learning for all. Time for both whole group synchronous instruction and targeted small group instruction. Collaborative Time for teachers.