

SCTA Counter Proposal to SCUSD  
February 26, 2021

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

February 26, 2021

District Counter-Proposal February 26, 2021, 8:07 PM

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 special education assessments that cannot be effectively, reliably, or otherwise 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’s needs specifically requires an additional staff person.
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 shall be on a voluntary basis. If there is an insufficient number of qualified unit member volunteers available to conduct the required, in-person special education assessments set forth in #2, above, to conduct in-person special education assessments to meet the District’s goal of completing 20% of overdue assessments per month, through June 30, 2021, the District may seek outside contractors or retirees to conduct the in-person assessments. The District will provide SCTA with the number of outside contractors or retirees hired to conduct such in-person assessments, and any and written agreements between the District and such service providers. Additionally, the use of outside contractors or retirees in this extraordinary, temporary situation, shall not constitute a waiver of the District’s prior agreement with SCTA that prohibits subcontracting of bargaining unit work.
5. Participating SCTA-represented employees who commence providing assessment may elect to withdraw from participation. Employees who withdraw will be make reasonable efforts to provide at least 48-hour notice to the District prior to withdrawing.
6. In-person assessment will be conducted during the regular work hours of the employee. 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.

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Deleted: , from the date of this agreement through July 1, 2021,

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Deleted: and the operational hours of the verification by a licensed Testing, Adjusting and Balancing (TAB) technician that District facility and room or area where the assessment is scheduled to take place meets the filtration/ventilation standards set forth in Section B, below.

7. In order to minimize the disruption to student instruction and to ~~meet the District's~~ goal of completing overdue assessments and completing any assessments that are due in any given month, the District will authorize, as needed, additional hours outside of the employee's workday to conduct assessments (up to a total of ten hours per week), write reports and complete other IEP paperwork. Such additional hours will be paid at the employee's Hourly Contractual Rate. In order to minimize the disruption to student instruction and meet the District's goal of completing 20% of overdue Special Education assessments each month, the District will authorize, as needed, additional hours outside of the employee's workday (up to a total of ten hours per week for full-time employees with part time employees provided a pro-rata amount) to conduct assessments of students with disabilities, write IEP reports and complete other IEP paperwork, effective upon the execution of this agreement. Such additional hours will be paid at the employee's Hourly Contractual Rate. For purposes of this paragraph, the employees eligible for additional hours are those on the IEP teams for the overdue Special Education assessments. The total amount to be paid pursuant to this paragraph shall not exceed \$4 million with up to \$1 million being paid in each of the remaining four months of the 2020-2021 school year (March, April, May, and June). At the end of each of the remaining months of the 2020-2021 school year (March, April, May, and June) the District and SCTA shall review the data regarding the number of overdue Special Education assessments that were completed in that month to determine if the number of overdue Special Education assessments has been reduced by at least 20%. If that minimum target has not been reached the payments pursuant to this paragraph shall cease.
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 (when confidentiality can be maintained) or in an approved room or area with sufficient space for full compliance with state and county health and safety guidelines and agreed-upon social distance protocols and appropriate ventilation, air filtration and air circulation. Standards for classrooms to be approved for in-person Special Education assessments are set forth below.

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**Deleted:** In those situations where an employee expects to work more than ten (10) additional hours in any single week, the employee will seek pre-approval from the employee's supervisor.

11. 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 conducting in-person assessments under these circumstances, will use existing paid time provided by the Collective Bargaining Agreement designated to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies. This will include consideration of assessments that are conducted virtually.

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**Deleted:** In order to resolve issues about compensation for staff who worked extra hours related to the processing of IEPs from August 31, 2020 the parties hereby agree to the following:  
 a. Within thirty (30) days of the signing of this agreement, staff will submit timesheets for the extra work, before or after regular school hours that staff spent on the processing of IEPs.  
 If there is a question about the hours, the staff member's administrator may request justification the hours worked.  
 If after reviewing the justification for the additional hours worked there is a dispute regarding the number of hours concerning the number of hours to be paid, the dispute may be submitted to a joint SCTA-SCUSD committee that will be empowered to resolve the dispute.  
 If the joint SCTA-SCUSD committee is unable to resolve the dispute, the parties will retain a neutral third party through State Mediation and Conciliation Services who will provide a recommended resolution. The parties agree to abide by the SMCS recommendation.

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12. The District will provide the needed assessment supplies and materials to provide appropriate and safe virtual and in-person special education assessments. This may include alternative tools or technologies to facilitate social distancing as appropriate to each discipline; separate testing materials to eliminate cross contamination; and additional test kits, and other materials.

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14. While the District and SCTA continue to discuss the filtration and ventilation standards for the rooms to be used for in-person Special Education Assessments, the District will commence in-person special education assessments only in those classrooms or other alternative spaces that are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better. The assessments may be provided in locations other than the home school of the student if classroom or workspace that meets this standard is not available at the student's home school. The District will provide a verification form signed by Assistant Superintendent for Facilities that identifies which classrooms by worksite are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better.

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15. 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. [This paragraph is inconsistent with the paragraph immediately above]

Moved (insertion) [1]

16. The District expects to reduce the District's overdue assessments by twenty percent (20%) per month in addition to completing any assessments that are due in a given month.

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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 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. COVID 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 the District must maintain all other public health 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 asymptomatic 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. The District shall continue asymptomatic

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testing students and staff at least every two (2) weeks while Sacramento County remains in the “red tier” (or more frequently as indicated in the CDPH School Guidance testing cadence when community case rates are 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 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.

2. **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.
3. **DAILY SCREENING:** ~~Site-based, daily screenings will be provided by school nurses or other agreed-upon trained professionals who volunteer for such duties.~~ Site-based, daily screenings will be verified by identified staff trained in screening protocols.

B. Participant Protections:

1. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus, classroom, and meeting space that has been verified by the Assistant Superintendent for Facilities, as set forth in paragraph 14 above.
2. All students, staff and parents/guardians are required to wear face coverings at all times.
3. If a child refuses to keep a mask or face covering 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 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, including but not limited to 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 own choosing that meets the state and county guidelines, however, face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student

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**Deleted:** <#>Facility Health and Safety Protections¶ Special Education in-person assessments may commence in those classrooms or occupied areas that are:¶ currently equipped with a centralized HVAC system that provide air filtration with a minimum efficiency reporting value (MERV) of 13 or better. ; or¶ Currently equipped with a centralized HVAC system that provide air filtration with a minimum efficiency reporting value (MERV) of 8, AND, portable air filtration units with a clean air delivery rate (CADR) of 250 or greater **per 1000 square feet of floor area.** ¶

In both circumstances, Occupied areas shall be equipped with carbon dioxide monitors, according to the provisions of AB 841, section 1625. The monitor will provide carbon dioxide readings to the teacher, and an indicator light or alert system when the carbon dioxide level in a classroom or occupied area has exceeded 1,100 ppm.¶ The District will not use the UDVI portable units in any area where bargaining unit work.¶

The readiness of each classroom or alternative space used for in-person special education assessments according to this agreement shall be verified by a Certified Testing, Adjusting and Balancing (TAB) Technician who shall review the HVAC system, including its capacity and airflow, and ventilation rates in each facility classroom, auditorium, gymnasium, nurses’ office, restroom and other occupied areas. Certification shall be as set forth in AB 841, section 1620. The Certified TAB technician shall prepare an assessment report for each classroom or occupied space for review by a licensed professional, as set forth in AB 841, Section 1626. **The District shall provide a copy of the assessment report(s) to SCTA.** ¶

¶ The Classroom Readiness Assessments shall include calculation of the required minimum outside ventilation rates for each occupied area based on the maximum possible **occupancy** and the minimum ventilation rate per occupant set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 of the California Code of Regulations. **Occupied spaces must meet the ventilation requirements of Table 120.1-A** ¶

**Moved up [1]:** 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. ¶

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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 or shields, or both.
11. The District will provide hand sanitizer ~~and~~ **or** hand washing stations at each location, as well as disinfectant, which may be wipes or sprays.
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.