

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 5, 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, 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.
- Beginning 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 shall be consistent with the attached Student Instructional Schedules with adjustments made as needed through the meet and confer process. (See Attached Schedules.)
 - c. 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

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:

- 1. 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 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.
- 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.
4. Daily Health Screening. Site-based, daily screenings will be verified by identified staff trained in screening protocols.
5. 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.
 - 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.
 - e. Hand sanitizer will be provided for all staff, students and parents/guardians.
 - 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.
- ~~l. 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.~~

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.

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.

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.