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12/10/21 16:55 PM

REQUEST FOR IMPASSE DETERMINATION/ APPOINTMENT OF MEDIATOR

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 12/10/2021

INSTRUCTIONS: A request for impasse determination must be filed with the appropriate regional office (see PERB Regulation 32075). A request which is not jointly filed must be served on the other party as required by Regulation 32792(b). Proof of service must accompany the request. Attach additional sheets if more space is required.

1. The employer of the employees in the established unit is an employer within the meaning of the :

- Educational Employment Relations Act (EERA) (Gov. Code, §§ 3540-3549.3).
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, §§ 3560-3599).
- Ralph C. Dills Act (Dills Act) (Gov. Code, §§ 3512-3524).

1. EMPLOYER

Name: Sacramento City Unified School District
Address: 5735 47th Avenue Sacramento, CA 95824

Agent to be contacted:

Name: Dulcinea Grantham
Title: Attorney
Agency/Law Firm: Lozano Smith
Address: 2001 N. Main St., Suite 500 Walnut Creek, CA 94596
Phone: (925) 953-1620
E-mail Address: dgrantham@lozanosmith.com

2. EXCLUSIVE REPRESENTATIVE

Name: Sacramento City Teachers Association
Address: 5300 Elvas Ave Sacramento, CA 95819

Agent to be contacted:

Name: David Fisher
Title: SCTA President
Agency/Law Firm: Sacramento City Teachers Association
Address: 5300 Elvas Ave Sacramento, CA 95819
Phone: (916) 452-4591
E-mail Address: dfisher@saccityta.com

4. DESCRIPTION OF ESTABLISHED UNIT

Shall Include:

See Attached Impasse Form.

Shall Exclude:

5. APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:

2600

6. DATE EXCLUSIVE REPRESENTATIVE WAS RECOGNIZED OR CERTIFIED:

7. TYPE OF DISPUTE

- Initial Contract Successor Contract Reopener(s) in Existing Contract Effects of Layoff Other (describe)

8. PUBLIC NOTICE REQUIREMENTS

Date exclusive representative's initial proposals presented to the public: 02/07/2019
Date employer's initial proposals presented to the public: 11/15/2018

Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA 91204
(818) 551-2822

Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811-4174
(916) 322-3198

San Francisco Regional Office
1330 Broadway, Suite 601
Oakland, CA 94612-2514
(510) 622-1016

9. HISTORY OF NEGOTIATIONS/MEET AND CONFER

Date of first negotiations session: 08/03/2021

Approximate total number of hours spent in negotiations to date: 75

Total number of negotiating sessions to date: 17

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10. STATUS OF NEGOTIATIONS/MEET AND CONFER

Date impasse was declared by a party/parties pursuant to PERB Regulation 32792(a):

12/10/2021

Number of issues on which the parties have reached tentative agreement:

1

Issues on which tentative agreement has been reached:

MOU on 2021-22 Work Calendar and Professional Development

Total number of unresolved issues which remain in dispute:

7

Issues which remain in dispute:

Continuity of Instruction, Substitute Extra Pay, Nurses Extra Pay, Independent Study (Long Term), Health and Safety (Reopening), Training Specialists and Vaccinations

11. STATEMENT OF FACTS

Provide a clear and concise description of the negotiations which have occurred, including the extent to which the parties have made counter- proposals and have discussed the issues which remain in dispute. Identify the facts which indicate that future meetings without the assistance of a mediator would be futile.

See Attached.

DECLARATION

I declare under penalty of perjury that the statements herein are true to the best of my knowledge and belief.

NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ /s/

Title: _____

Date: 12/10/2021



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REQUEST FOR IMPASSE DETERMINATION/ APPOINTMENT OF MEDIATOR

DO NOT WRITE IN THIS SPACE: Case No.:

Date Filed:

INSTRUCTIONS: A request for impasse determination must be filed via the e-PERB Portal. A request which is not jointly filed must be served on the other party as required by Regulation 32792(b). Proof of service must accompany the request. Attach additional sheets if more space is required.

1. The employer of the employees in the established unit is an employer within the meaning of the:

- Educational Employment Relations Act (EERA) (Gov. Code, §§ 3540-3549.3).
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, §§ 3560-3599).
- Ralph C. Dills Act (Dills Act) (Gov. Code, §§ 3512-3524).

1. **EMPLOYER**

Name: Sacramento City Unified School District
 Address: 5735 47th Avenue
 Sacramento, CA 95824
Agent to be contacted:
 Name: Dulcinea Grantham
 Title: Attorney
 Agency/Firm: Lozano Smith
 Address: 2001 N. Main St., Suite 500
 Walnut Creek, CA 94596
 Phone: 925-953-1620
 E-mail Address: dgrantham@lozanosmith.com

2. **EXCLUSIVE REPRESENTATIVE**

Name: Sacramento City Teachers Association
 Address: 5300 Elvas Ave
 Sacramento, CA 95819
Agent to be contacted:
 Name: David Fisher
 Title: SCTA President
 Union/Firm: Sacramento City Teachers Associati
 Address: 5300 Elvas Ave
 Sacramento, CA 95819
 Phone: (916) 452-4591
 E-mail Address: dfisher@saccityta.com

4. **DESCRIPTION OF ESTABLISHED UNIT**

Shall Include:
 Teachers; Teachers of summer school; counselors; psychologists; school social workers; librarians, except the District librarian; audiometrists; nurses; vocational specialists; department chairpersons; speech and language specialists; program specialists; resource specialists; student activities advisers; training specialists; and substitute teachers.

Shall Exclude:

5. APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:
2600

6. DATE EXCLUSIVE REPRESENTATIVE WAS
RECOGNIZED OR CERTIFIED:

7. **TYPE OF DISPUTE**

- Initial Contract Successor Contract Reopener(s) in Existing Contract Effects of Layoff
- Other (describe) Reopening Negotiations

8. **PUBLIC NOTICE REQUIREMENTS**

Date exclusive representative's initial proposals presented to the public: February 7, 2019

Date employer's initial proposals presented to the public: November 15, 2018(Article 12 Salaries for 2019-2022)

9. **HISTORY OF NEGOTIATIONS/MEET AND CONFER**

Los Angeles Regional Office
 425 W. Broadway, Suite 400
 Glendale, CA 91204
 (818) 551-2822

Sacramento Regional Office
 1031 18th Street
 Sacramento, CA 95811-4174
 (916) 322-3198

San Francisco Regional Office
 1330 Broadway, Suite 601
 Oakland, CA 94612-2514
 (510) 622-1016

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Date of first negotiations session: August 5, 2021

Approximate total number of hours spent in negotiations to date: Approximately 75+ hours

Total number of negotiating sessions to date: 17

10. STATUS OF NEGOTIATIONS/MEET AND CONFER

Date impasse was declared by a party/parties pursuant to PERB Regulation 32792(a):
December 10, 2021

Number of issues on which the parties have reached tentative agreement:
1

Issues on which tentative agreement has been reached:
MOU on 2021-22 Work Calendar and Professional Development

Total number of unresolved issues which remain in dispute:
7

Issues which remain in dispute:
Continuity of Instruction, Substitute Extra Pay, Nurses Extra Pay, Independent Study (Long Term), Health and Safety (Reopening), Training Specialists and Vaccinations

11. STATEMENT OF FACTS

Provide a clear and concise description of the negotiations which have occurred, including the extent to which the parties have made counter-proposals and have discussed the issues which remain in dispute. Identify the facts which indicate that future meetings without the assistance of a mediator would be futile.

See Attached.

DECLARATION

I declare under penalty of perjury that the statements herein are true to the best of my knowledge and belief.

NAME OF REQUESTING PARTY: Sacramento City USD

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Title: Superintendent

Date: December 10, 2021

NAME OF REQUESTING PARTY:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Title:

Date:

(Attach a completed Proof of Service form.)

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Contra Costa,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is Lozano Smith, 2001 N. Main St. Suite 500
Walnut Creek, CA 94596

On December 10, 2021, I served the Request for Impasse Determination/
(Date) (Description of document(s))

Appointment of Mediator in Case No. _____
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):


- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

David Fisher
SCTA President
Sacramento City Teachers Association
5300 Elvas Ave
Sacramento, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 12/10/21,
(Date)
at Walnut Creek, CA
(City) (State)

Vanessa Bonite



(Type or print name)

(Signature)

ADDENDUM TO SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S REQUEST FOR IMPASSE ON 2021-22 NEGOTIATIONS WITH THE SACRAMENTO CITY TEACHERS ASSOCIATION REGARDING COVID-19 EFFECTS, INDEPENDENT STUDY, AND IN-PERSON INSTRUCTION

This serves as the Sacramento City Unified School District's ("District") Addendum to PERB Form 1510, Request for Impasse Determination/Appointment of Mediator ("Request"). The District submits this Addendum in support of its Request to provide the Public Employment Relations Board ("PERB") with additional and necessary information to allow PERB to make a determination as to whether the District and the Sacramento City Teachers Association ("SCTA") are at an impasse in negotiations regarding COVID-19 effects and In-person instruction ("Reopening Negotiations").

Between August 5, 2021 and December 8, 2021, the District and SCTA have met on seventeen (17) days and have exchanged a number of proposals regarding COVID-19 effects, independent study, and in-person instruction for the 2021-2022 school year, yet certain issues have persisted through negotiations and further negotiations are likely futile. The following provides a timeline of the District's efforts to meet and the parties' negotiations.

On July 1, 2021, July 27, 2021, and August 16, 2021, the District sent letters to SCTA noting that the 2021-2022 school year would be conducted through in-person instruction and would begin on September 2, 2021, consistent with all applicable health and safety guidelines and requirements to mitigate the spread of COVID-19. In both letters, the District offered to bargain any negotiable effects of providing in-person instruction for 2021-2022 school year. (See July 1, 2021, July 27, 2021, and August 16, 2021 Letters, attached hereto and incorporated herein as **Exhibit A.**) On August 11, 2021 and August 17, 2021, SCTA identified approximately 23 issues and sub-issues regarding COVID-19 and providing in-person instruction for 2021-2022 school year. (See SCTA's August 11, 2021, Bargaining Issues Concerning the Safe Reopening of Schools for 2021-22, attached hereto and incorporated herein as **Exhibit B** and SCTA's August 17, 2021, Safely Reopening Schools to In-person Instruction/Services & Independent Study, attached hereto and incorporated herein as **Exhibit C.**)

On August 10, 2021, the District submitted a proposed Memorandum of Understanding ("MOU") regarding weekly testing during the workday for staff who do not provide proof of full vaccination and providing an option for staff to provide proof of full vaccination against COVID-19 in-lieu of testing. The MOU includes protocols for when a staff member misses weekly testing. (See District's August 10, 2021 proposed MOU, attached hereto and incorporated herein as **Exhibit D.**)

On August 17, 2021, SCTA submitted a proposed MOU entitled "Safely Reopening Schools to In-person Instruction/Services & Independent Study," outlining extensive health and safety procedures and protocols, including various provisions that are not required or recommended by state or local public health officials to control the spread of COVID-19. Specifically, the proposal included provisions related to outdated public health guidance regarding COVID-19 risk levels and physical distancing. (See **Exhibit C.**)

On August 19, 2021, the District submitted a proposed MOU regarding Independent Study to address the mandated changes and the impacts of Assembly Bill (“AB”) 130 on the District’s independent study program, including required instructional minutes and minimum synchronous instruction minutes, as well as preparation support and assignment procedures. (See District’s August 19, 2021 proposed MOU, attached hereto and incorporated herein as **Exhibit E.**)

On August 25, 2021, the District offered a counter proposal to SCTA’s Reopening and Independent Study MOU which included the removal of outdated public health guidance regarding COVID-19 and related safety protocols and updated the safety provisions to comport with the most recent requirements and guidance from public health officials. (See District’s August 25, 2021 proposal, attached hereto and incorporated herein as **Exhibit F.**) The District’s proposal also removed Independent Study provisions to address them separately. The District also submitted a revised MOU regarding the mandated changes to Independent Study and the impacts of AB 130, including sample study schedules. (See District’s August 25, 2021 Independent Study proposal, attached hereto and incorporated herein as **Exhibit G.**)

On August 25, 2021, SCTA submitted a Framework for Student Success, with which it included a counter proposal to the Reopening and Independent Study MOU, which included a provision on maintain six feet of physical distancing in classrooms and other indoor environments. (See SCTA’s August 25, 2021 proposal, attached hereto and incorporated herein as **Exhibit H.**)

On August 27, 2021, the District responded with a counter proposal to SCTA’s Reopening and Independent Study MOU, including language consistent with the health and safety requirements and recommendations from state and local health officials and removing Independent Study provisions to address them in a separate proposal. (See District’s August 27, 2021 proposal, attached hereto and incorporated herein as **Exhibit I.**) The District also submitted a revised MOU regarding the mandated changes to Independent Study to comply with the newly enacted AB 130. (See District’s August 27, 2021 revised MOU, attached hereto and incorporated herein as **Exhibit J.**) SCTA responded that same date with a counter proposal of the Reopening and Independent Study MOU, again combining their health and safety and independent study proposals and maintain their physical distancing language and other provisions previously rejected by the District. (See SCTA’s August 27, 2021 proposal, attached hereto and incorporated herein as **Exhibit K.**) This counter proposal included updates to their independent study language to ensure compliance with AB 130.

On August 30, 2021, the District submitted counter proposals to the Reopening and Independent Study MOU, maintaining its proposed language to comply with public health guidance regarding COVID-19 and addressing Independent Study provisions in a separate MOU. (See District’s August 30, 2021 proposals, attached hereto and incorporated herein as **Exhibit L.**) The proposal regarding reopening provided for compliance with updated public health guidance for schools and subsequent revisions, as well as included weekly COVID-19 testing or an option to provide proof of full vaccination in lieu of testing. The District’s independent study proposal provided for independent study through Capital City School and included requirements for live interaction and synchronous instruction, as well as teaching assignments for staff requiring ADA accommodation, preparation support, and the use of short-term independent study for quarantine or closure.

On September 6 and 16, 2021, the District submitted proposals regarding COVID-19 quarantine protocols, substitute pay, and extra pay for nurses, as well as a proposal regarding Continuity of Instructional Programs for students during a quarantine or school closure. (See District's September 6 and 16, 2021 proposals, attached hereto and incorporated herein as **Exhibit M**.) The District's proposal regarding Continuity of Instructional Programs included flexibility to provide simultaneous in-person and remote instruction or remote instruction via Google Classroom or Zoom, specified minimum hours for synchronous daily instruction, collaboration through remote participation in staff meetings, and extra pay for extra time to provide instructional materials, instruction, or services during continuity of instruction activities.

On September 22, 2021, SCTA submitted counter proposals regarding substitutes and combined classes and renewed a counter proposal regarding its Reopening and Independent Study MOU, still maintaining the physical distancing language and other proposals previously rejected by the District. (See SCTA's September 22, 2021 proposals, attached hereto and incorporated herein as **Exhibit N**.)

On October 26, 2021, the District submitted updated proposals regarding Independent Study, extra pay for nurses, and Continuity of Instructional Programs, as well as a proposal regarding the Use of Training Specialists to temporarily fill vacant positions in the District. (See District's October 26, 2021 proposals, attached hereto and incorporated herein as **Exhibit O**.) The proposal regarding Independent Study provided for minimum synchronous instruction minutes and a process for volunteering for assignments and receive per diem pay to provide independent study to students not yet assigned a teacher at Cap City Independent study due to staffing shortages. The proposal regarding Continuity of Instructional Programs specified the use of short-term independent study to provide for continuity of instruction during a school closure or quarantining.

SCTA offered counter proposals regarding extra pay for nurses on October 26, 2021, and November 8, 2021. (See SCTA's October 26, 2021 and November 8, 2021 proposals, attached hereto and incorporated herein as **Exhibit P**.) On November 8, 2021, the District responded with a counter proposal regarding extra pay for nurses. (See District's November 8, 2021 proposal, attached hereto and incorporated herein as **Exhibit Q**.) The District and SCTA remained apart on the services for which the extra pay for nurses would be provided.

On November 17, 2021, the District submitted a proposed MOU regarding addressing impacts to staff resulting from the District's Vaccination Resolution for staff and eligible students. The proposed MOU provides for procedures to address a requirement that staff provide proof of vaccination or request an exemption and submit to regular routine testing. (See District's November 17, 2021 proposal, attached hereto and incorporated herein as **Exhibit R**.) The MOU includes protocols for placing a staff member on unpaid leave for failure to comply with the vaccine requirement.

On November 30, 2021, SCTA again submitted a proposal regarding its Reopening and Independent Study MOU, maintaining its proposed language on physical distancing and other provisions rejected by the District and including Independent Study with the Reopening proposal. (See SCTA's November 30, 2021 proposal, attached hereto and incorporated herein as

Exhibit S.) SCTA’s proposal provided for weekly COVID-19 testing or an option to provide proof of full vaccination in lieu of testing, rather than full vaccination of staff and does not address any leave requirements for staff members who fail to comply by the January 31, 2022 deadline for submitting proof of vaccination or an approved exemption. SCTA’s proposal for independent study did not include minimum synchronous instruction minutes or flexibility for the use of short-term independent study to provide continuity of instructional programs during periods of quarantine or closure. Furthermore, SCTA countered the District proposal to allow for volunteer teachers to take on independent study students who have not yet been assigned a teacher at Cap City Independent Study. SCTA also submitted a counter proposal on substitutes and combined classes and a new proposal to address the staffing crisis in the District, as well as a counter proposal regarding extra pay for nurses. (See SCTA’s November 30, 2021 proposals, attached hereto and incorporated herein as **Exhibit T.**)

The parties reached a conceptual agreement regarding Substitute Pay and the District provided a signed Memorandum of Understanding (“MOU”) to SCTA on October 27, 2021, however, SCTA has not, to date, signed the MOU and has instead told the District it can unilaterally implement the increased pay. (See October 27, 2021 Signed MOU, attached hereto and incorporated herein as **Exhibit U.**)

While both the District and SCTA have made some movement in their proposals, a number of areas of disagreement remain and further negotiations are futile. Additionally, as several proposals relate to school reopening protocols and schools have been open for in-person instruction since early September, some of the negotiation points may no longer be relevant.

The parties have not reached agreement regarding the following:

- **Continuity of Instruction:** The District has proposed a limited-term agreement regarding the provision of remote instruction or short-term independent study to maintain continuity of instruction using Google Meet or Zoom for synchronous daily instruction when students or staff are required to quarantine or when classrooms or schools are closed by public health officials. SCTA has not agreed to allow for synchronous instruction as proposed by the District.
- **Substitute Extra Pay:** As noted above, the parties reached a conceptual agreement regarding Substitute Pay and SCTA stated its agreement to the increase in substitute pay. Although the District provided a signed MOU on October 27, 2021, SCTA refused to sign it indicating that a written agreement was not needed for the change. SCTA has maintained its proposal that does not include an expiration date, provides for sick leave for substitutes for COVID purposes, proposes a permanent benefited pool of substitute employees, and increases the salary schedule for all regular teachers that all adds on-going costs (funded by one-time COVID related expenditures).
- **Nurses Extra Pay:** The parties have made some progress regarding extra pay for nurses. The remaining issue is the services for which this extra pay will be provided.
- **Independent Study (Long Term):** The District has proposed changes to the Independent Study program to comply with mandated changes in AB 130 and to ensure a robust independent study program that will meet the needs of all District students and also to

allow for teachers to volunteer to take on a limited number of independent study students and receive per diem pay. SCTA has continued to maintain its proposal to provide an independent study program that meets the minimum requirements of AB 130, without enhanced educational opportunities for students in the program. In its November 30, 2021 counter-proposal on Reopening and Independent Study, SCTA's proposal accepted some of the District's proposed language, but continues to include language that the District and SCTA are to agree on the extent and need for this short-term independent study work by teachers, which is a management prerogative.

- **Health and Safety (Reopening):** This proposal is arguably moot because the District's schools have been open since September 2, 2021 and are complying with all recommendations and requirements of state and local health officials. Notwithstanding the mootness of this proposal, SCTA's proposal continues to maintain physical distancing language and other provisions that are not acceptable to the District.
- **Training Specialists:** The District has proposed temporarily assigning training specialists to fill vacant teaching positions. SCTA has rejected the proposal without a counter.
- **Vaccinations:** The District has proposed an MOU including a requirement that staff and eligible students provide proof of full vaccination against COVID-19 or request an exemption. The MOU includes protocols for placing a staff member on unpaid leave for failure to comply with the vaccine requirement. SCTA has included testing in its reopening proposal but has not addressed the provisions regarding implementation and leave.

Despite exchanging several proposals regarding issues related to reopening, the parties remain disagreement regarding significant components of the proposals. Further, the District's schools have been open and providing in-person instruction since September 2, 2021, without agreement regarding the disputed proposals. Accordingly, further negotiation regarding these matters is unlikely to result in an agreement regarding these matters.

The District has demonstrated sufficient evidence under the Educational Employment Relations Act for PERB to make a determination that the District and SCTA are at an impasse in negotiations regarding reopening District schools for in-person instruction.

The Educational Employment Relations Act ("EERA") and PERB have recognized the importance of labor negotiations in improving relationships between employers and employees. "[Th]e process of collective negotiations furthers the public interest by promoting the improvement of personnel management and employer-employee relations within the public school systems." (Govt. Code section 3540; *San Mateo City School Dist. v. Public Employment Relations Bd.* (1983) 33 Cal.3d 850, 862.) However, the EERA contains processes to be followed when collective bargaining proves unsuccessful. The factors for PERB to consider in determining whether parties are at an impasse in negotiations is set forth in California Code of Regulations, title 8, section 32793, subdivision (c), which provides:

In determining whether an impasse exists, the Board shall investigate and may consider the number and length of negotiating sessions between the parties, the time period over which the negotiations have occurred, the extent to which the parties have made and discussed counter-proposals to each other, the extent to

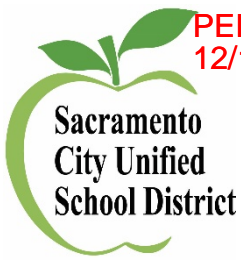
which the parties have reached tentative agreement on issues during the negotiations, the extent to which unresolved issues remain, and other relevant data.

Here the District has attempted to bargain with SCTA to reach an agreement on the effects of reopening District schools for in-person learning for the 2021-2022 school year. However, the District's schools are already operating for in-person instruction. While some progress has been made, the remaining issues described above have persisted through these negotiations and further negotiations are likely futile.

For the reasons outlined above, the District respectfully requests that PERB determine that the District is at an impasse with SCTA and appoint a mediator to work with the District and SCTA.

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EXHIBIT A



PERB Received
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OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

*Christina Pritchett
President
Trustee Area 3*

*Lisa Murawski
Vice President
Trustee Area 1*

*Darrel Woo
2nd Vice President
Trustee Area 6*

*Leticia Garcia
Trustee Area 2*

*Jamee Villa
Trustee Area 4*

*Chinua Rhodes
Trustee Area 5*

*Lavinia Grace Phillips
Trustee Area 7*

*Isa Sheikh
Student Board Member*

July 1, 2021

Via E-Mail: dfisher@saccityta.com

David Fisher, President
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Returning to In-Person Instruction for the 2021-2022 School Year

Dear Mr. Fisher,

As you know, on April 22, 2021, the Governing Board of the District adopted [Resolution No. 3196](#) committing to returning students to full in-person instruction for the 2021-2022 school year. In that resolution, our Governing Board committed to ensuring that all students “will be able to return to full-time in-person instruction, five days a week on the first day of the 2021-22 academic calendar. Consistent with this resolution and the Board’s direction, the District will be returning our students to full, in-person learning for the 2021-2022 school year on [Thursday, September 2, 2021](#) while following all applicable state laws, regulations and guidance related to mitigating the spread of COVID-19.

SCTA has, in various contexts, discussed the need to negotiate with the District around reopening our schools in the fall. As I understand, during successor contract negotiations on June 8, 2021, SCTA presented the District’s negotiations team with a document entitled “[Back to School Better: SCTA’s Framework for Fully Reopening Schools in 2021-2022.](#)” Included in the document are areas in which SCTA proposes “improvements” related to services to students and staff recruitment and retention. SCTA’s proposed improvements in the area of services to students include lowering class sizes, increasing mental and physical health supports for students, implementing MTSS and restorative practices at every site, increased funding for the home visit project and expanded programs. The proposed improvements related to staff recruitment, retention and support include retaining a diverse and highly trained work force and competitive wages and benefits, increased professional development and recruitment of classified staff to support student needs. The District does not consider this “Framework” to be a negotiations proposal as it does not include any specific details and it addresses topics that are outside the scope of negotiations.

We agree with SCTA that additional funds that the District has or will receive from the state and federal governments to mitigate the impacts of COVID-19 on our students provide a unique opportunity for the District to increase services and supports to our students. In fact, our Governing Board has recognized the unique opportunities presented by this additional limited term funding and adopted [Resolution 3212](#) at the June 30, 2021 Board Meeting authorizing the hiring of additional staff members to support our work to mitigate the impact of COVID-19 on our students’ academic, social and emotional well-

being. We also know that these funds are for a limited duration and cannot be used to fund on-going costs unless savings in other areas are achieved.

While the District is excited about the opportunities these one-time funds provide to enhance supports to our students, the District does not believe that hiring additional employees and staffing our schools consistent with the language in the Collective Bargaining Agreement between the District and SCTA requires negotiations. And, while we are pleased that SCTA is supportive of implementing a robust Multi-Tiered Systems of Support (“MTSS”) framework, such effort is already in place at many of our schools with implementation planned at additional schools for the upcoming school year. The District has previously offered to negotiate any effects of that program identified by SCTA. If SCTA has questions about the District’s MTSS effort, please see the [Item 6.1 Presentation provided at the June 3, 2021 Board Meeting](#) in addition to the information previously provided to SCTA.

In terms of SCTA’s proposed improvements in the area of staff recruitment, retention and support, the District has and will continue to work to recruit and retain diverse and highly trained educators who reflect the diversity of our District. The District agrees that robust professional development is critical to student success and to that end, the District was pleased to reach agreement with SCTA to offer two days of professional development at the start of the 2020-2021 school year. For the upcoming 2021-2022 school year, the District has offered two additional paid professional development days, but SCTA has not responded to the [District’s last counter-proposal](#) on this subject which was sent on June 10, 2021. The District’s proposal would provide SCTA the opportunity to provide feedback on the professional development planned by the District. The District has previously shared with SCTA that the District plans for the two professional development days for the 2021-2022 school year include learning opportunities for our staff in the areas of:

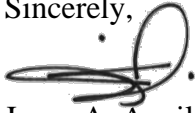
- [Anti-Racist Classroom](#)
- [UDL](#)
- [MTSS-DBDM](#)
- [High-Quality First Instruction](#)

As the District has previously stated, if SCTA leaders believe that there are negotiable effects of returning our students to school for the 2021-2022 school year consistent with all applicable health and safety regulations and the current Collective Bargaining Agreement between the District and SCTA, please notify the District. We ask that you provide us with a list of the specific impacts that you wish to address and provide a list of dates that SCTA is available to meet to discuss any negotiable effects. The negotiations on the effects of returning our students to school are separate from successor contract negotiations between the District and SCTA and on-going successor contract negotiations should in no way impact the full reopening of in-person learning for the 2021-2022 school year.

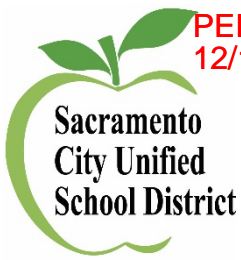
The sixteen months since the closure of our schools to in-person learning and the transition to distance learning and then in-person and concurrent learning have been difficult on everyone, especially our students. We look forward to welcoming our students, families and employees

back for a safe and full return to our school sites for the 2021-2022 school year and to the critical work of supporting our students.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Aguilar', with a stylized flourish at the end.

Jorge A. Aguilar
Superintendent



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12/10/21 16:55 PM

OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

July 27, 2021

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Via E-Mail: dfisher@saccityta.com

David Fisher, President
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Fall Reopening

Dear Mr. Fisher:

This letter is to follow up on the discussions that took place at the recent successor contract negotiations sessions concerning the District's plans for reopening schools for the 2021-2022 school year. As our team explained and consistent with my [July 1, 2021 letter](#), the District plans to reopen schools on September 2, 2021 following the [COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year provided by the California Department of Public Health \(CDPH\) dated July 12, 2021 \(CDPH Guidance\)](#). The CDPH guidance incorporates relevant portions of the [CDC guidance issued on July 9, 2021](#). Of course, we will continue to monitor and comply with any updates to this guidance or more specific directions provided by CDPH and the Sacramento County Department of Public Health (SCDPH). The CDPH Guidance provides the below summarizing statement:

The foundational principle of this guidance is that all students must have access to safe and full in-person instruction and to as much instructional time as possible. In California, the surest path to safe and full in-person instruction at the outset of the school year, as well as minimizing missed school days in an ongoing basis, is a strong emphasis on the following: vaccination for all eligible individuals to get COVID-19 rates down throughout the community; universal masking in schools, which enables no minimum physical distancing, allowing all students access to full in-person learning, and more targeted quarantine practices, keeping students in school; and access to a robust COVID-19 testing program as an available additional safety layer. Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are fully implemented. This is consistent with [CDC K-12 School Guidance](#).

The Guidance also provides specific direction on numerous subjects which the District will follow. The District is in the process of updating its Health and Safety Plan to align it with the CDPH Guidance and will share it with SCTA in the coming days. Again, the Guidance and the District's Health and Safety Plan must be viewed with an understanding that they may require updating based upon changed circumstances. As you know, CDPH is expected to issue a FAQ on various subjects very soon.

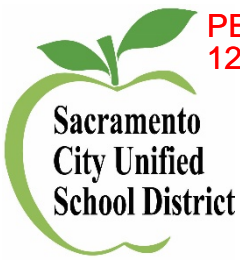
Another subject which was discussed during our meetings last week was the District's plan to implement an Independent Studies program pursuant to the requirements of AB 130 which was recently signed into law on July 9, 2021. As was discussed at our meeting on July 22, the District intends to follow AB 130 and utilize Capital City School Independent Studies program to meet the needs of students who so choose to attend independent studies in the place of traditional school. The District will follow all relevant provisions of the collective bargaining agreement and the Education Code in staffing its Capital City School Independent Study Program, including providing for the rights of Students With Disabilities and English Language Learners. Pursuant to AB 130, our independent study program will be enhanced to include documented synchronous instruction depending on the grade level. As was discussed, pursuant to AB 130, the District will provide written notice on or before August 6, 2021 to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the District's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747).

We hope that the above has assisted in providing clarity on these important matters. As the District has previously stated, if SCTA leaders believe that there are negotiable effects of returning our students to school for the 2021-2022 school year consistent with all applicable health and safety regulations and the current Collective Bargaining Agreement between the District and SCTA, please notify the District. We ask that you provide us with a list of the specific impacts that you wish to address and provide a list of dates that SCTA is available to meet between now and August 6, 2021, to discuss any negotiable effects in order to allow for a smooth reopening of District schools on September 2, 2021.

Sincerely,



Jorge A. Aguilar
Superintendent



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Jacqueline Zhang
Student Board Member

August 16, 2021

Via E-Mail: jborsos@cta.org

John Borsos
Executive Director
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Reopening District Schools for the 2021-2022 School Year

Dear Mr. Borsos,

This letter responds to your [email](#) to the District's Lead Negotiator, Pam Manwiller, and In House Counsel, Raoul Bozio, on August 11, 2021. In your email, you indicated that SCTA declined to meet with the District's negotiations team on August 11th because you did not believe that bargaining would be productive.

Your email also claims that the District's negotiations team has been unprepared for the last six bargaining sessions with the Sacramento City Teachers Association ("SCTA"). From your email, it appears that you believe the District's negotiations team has been unprepared because they did not bring forward proposals on reopening our District schools as well as about the new state-mandated independent study program under [AB130](#). As I have explained to you in my letters dated [June 1, 2021](#) and [June 27, 2021](#), and as our team has repeatedly explained to you at the bargaining table, the District is legally mandated to reopen schools and to offer an independent study program. The District has not received a proposal from SCTA regarding any negotiable effects of neither our obligation to reopen our school nor the implementation of the state mandated independent study.

We have explained that the District's schools will reopen for our students on September 2, 2021, consistent with the COVID-19 safety mitigation orders and guidelines issued by the [California Department of Public Health \("CDPH"\)](#) and the [Sacramento County Public Health Department \("SCPHD"\)](#). We have shared with you the [District's Health and Safety Plan](#), and our Director of Health Services, Victoria Flores, has walked through such plan and answered questions from SCTA on the plan at two recent negotiations sessions.

On August 10, 2021, SCTA presented to the District during negotiations a [list of twenty-four "issues that need to be resolved prior to the commencement of school."](#) It appears that SCTA's list is attempting to identify the impacts of the District's plan to reopen

schools consistent with state and local orders and guidance that SCTA believes to be negotiable. While the District does not agree that all of the twenty-four items listed are negotiable, to the extent SCTA does, it is SCTA's responsibility, not the District's, to provide a proposal that addresses each of the potential impacts identified by SCTA. We ask that you present such proposal at the next negotiations session to avoid yet another experience in which our community has to wait until shortly before the school year starts for final communications related to the upcoming academic year.

Similarly, the District has outlined for SCTA in the last two negotiations sessions on August 5th and 10th how it plans to provide independent study to our students consistent with [Assembly Bill 130](#). In our recent negotiations, Chief Academic Officer Christine Baeta, detailed the District's plan and [proposed schedules for independent study](#) and responded to questions from SCTA on the plan. Pursuant to AB 130, the District is required to have an independent study program in place by the first day of school, September 2, 2021. *As with our reopening of schools, it is critical that our community have an understanding of the District's independent study program, including the number of minutes that the District will offer and the schedule for the program so that they can make an informed decision as to whether that program is appropriate for their student.* [Item 22 on your August 10th list](#) of issues appears to identify those areas of the independent study plan that SCTA wishes to discuss with the District. The District does not intend to put forth a proposal on independent study, but we will negotiate with SCTA over any effects on your unit members' working conditions that you identify.

Finally, you claim that on August 3rd, 5th and 10th that the District was not prepared to discuss student assessments. We note that you only responded to the District's multiple requests to meet about assessments after we informed you on [July 30th](#) that we would ask an arbitrator to intervene after *seven months* of SCTA ignoring the District's requests. As we have informed SCTA since mid-January 2021, monitoring the progress of our students through assessments and adjusting teaching to meet their needs is one of the most critical aspects of our work in Sac City Unified. The District presented SCTA with its [proposed schedule of student assessments for the 2021-2022 school year on June 29th](#) and again [on July 30th](#), but to date, SCTA has not responded to the proposal. On January 26, 2021, in an [email from David Fisher](#), SCTA stated "[a]s a result, it will take us some time to develop our Assessment Committee and to discuss our priorities before commencing meetings with the District.... We are beginning to re-form our Assessment Committee and will be in touch with you when we are prepared to meet." Later, in an [email dated February 22, 2021](#), Mr. Fisher stated "[a]s we have previously informed the District, we need some time to reorganize our Assessment Committee." Only recently has SCTA informed the District of its novel position that its negotiations team, consisting of over seventy (70) negotiation team members, is now SCTA's assessment committee and is prepared to discuss student assessments though SCTA still has not presented any proposal around assessments for the 2021-2022 school year to the District or responded to the District's proposal on assessments. The fact that the arbitrator has decided not to intervene does not change this fact and hope that SCTA will respond to our proposal soon.

The District's team has been and will continue to be prepared for and participate in good faith in negotiations with SCTA. To be clear, the District is legally obligated to reopen all the District's schools for full in-person instruction for the 2021-2022 school year and to offer an independent study program that complies with AB 130.

Accordingly, the District is not permitted to delay this full reopening nor can it delay implementation of an independent study program. The fact that the District has not presented a proposal to SCTA on reopening our schools for the 2021-2022 school year or on independent study is not due to lack of preparation on the part of the District, but rather our recognition that it is SCTA's responsibility, not the District's, to identify any negotiable impacts of the District's plan on the working conditions of SCTA unit members and present a proposal to address those impacts for the District's consideration.

The District's negotiations team looks forward to meeting with SCTA on August 17, 2021, at 2:00 p.m., and to discussing any proposals that SCTA intends to present.

Sincerely,


Jorge A. Aguilar
Superintendent

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EXHIBIT B

PERB Received
12/10/21 16:55 PM

From: Borsos, John <JBorsos@cta.org>
Sent: Wednesday, August 11, 2021 6:03 PM
To: Raoul Bozio <Raoul-Bozio@scusd.edu>; Pam Manwiller <pmanwiller@aol.com>; Cancy McArn <Cancy-McArn@scusd.edu>
Cc: Fisher, David <dfisher@saccityta.com>; nmilevsky@saccityta.com
Subject: SCTA Proposal on Reopening, Next Bargaining Session

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Raoul and Pam:

Attached you will find the issues to address regarding reopening and independent study as discussed last night.

Because of the District's lack of preparation in our last six bargaining sessions, our bargaining team did not believe that bargaining today would be productive.

We will be prepared to meet on Tuesday, August 17 at 2 pm to resume negotiation and hope that the District will be prepared to come forward with proposals that address these issues.

As we stated yesterday, we believe the March 20, 2021 MOU on Safely Reopening Schools may serve as a useful starting point to resolve these issues.

Additionally, this will confirm in writing, that on August 3, 5, and 10 the District was not prepared to and declined to discuss student assessments for the 2021-22 school year with our bargaining/assessment committee.

We look forward to seeing you on Tuesday at 2 p.m.

SCTA-SCUSD Bargaining Issues
Concerning the Safe Reopening of Schools in 2021-22
&
Independent Study and Other Matters

On March 20, 2021, SCTA and SCUSD negotiated a memorandum of understanding: “Safely Reopening Schools to In-Person Instruction/Services.”

On or about May 15, 2021, the Sacramento City Unified School District unilaterally backtracked on certain components of the MOU. The California Public Employment Relations Board has issued a complaint against SCUSD (the 17th complaint issued against SCUSD in the last three years) finding that SCTA has established a prima facie case that the District acted unlawfully. The matter is scheduled for an informal settlement conference on August 30, 2021 and if the matter is not resolved will proceed to hearing.

Many matters of concern to certificated educators were addressed in the March 20th “Safely Reopening Schools” MOU that is now expired.

In order to facilitate negotiations regarding safely reopening schools for the 2021-22 school year, SCTA has identified various issues that need to be resolved prior to the commencement of school. These issues include, but are not limited to:

1. General Safety Protections.
2. An ongoing Health & Safety Committee
3. Vaccinations (Mandatory), Opt out for health reasons
4. COVID Testing
5. Health Screenings
6. Protocols for Monitoring COVID 19 Symptoms and Positive Cases
 - a. Additional School Nurses
 - b. Medical Assistants
 - c. Care Rooms
7. Notification
8. Protocols for Quarantining of Staff
9. Protocols for Quarantining Students
10. Physical Distancing
11. Face Mask and Facial Covering Requirements
12. Sanitation Stations
13. PPE
14. Ventilation & Filtration, including CO2 monitors
15. Cleaning and Disinfecting Plans
16. The COVID-19 Prevention Program
17. Staff with Dependents and Other Circumstances Related to the Return of In-Person Instruction

18. Child Care
19. The Instructional Model
20. 2-days of Staff Training Prior to the Commencement of School
21. Additional Staff, including but not limited to smaller class sizes, additional school nurses, social workers, psychologists, academic intervention specialists, and other professionals.
22. Independent Study
 - a. Meeting with parents between now and beginning of classes
 - b. Staffing at Cap City
 - c. Staffing at home schools
 - d. Additional counselor hours
 - e. Accommodating students with special needs
 - f. Short-term independent study
 - g. AP classes
 - h. Student enrollment at home school versus Cap City
23. Enforceability/Indemnity Clause

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EXHIBIT C

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

August 17, 2021

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021.
2. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. 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.

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

Section II: County Risk Level. 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, subject to state and federal guidelines..

[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. 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 will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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 learning, the District shall conduct COVID testing prior to students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel to 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.

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 two (2) working days of the District receiving confirmation of a positive test. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. The District will contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. 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 will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated March 13, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor

students and staff who are home on isolation or quarantine.

1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health. [Require a negative COVID test prior to return?]
2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
3. [Notification to staff, students and families where a positive COVID case has been documented.]

F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.

G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in

the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

1. 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.
2. 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.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times.

B. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request.
2. All adults and students, including those in pre-school and 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are

not known to have COVID-19.

2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. Beginning on September 2, 2021, and continuing every two weeks after that, 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.
2. 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.
3. 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.
4. 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.

5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion.
6. 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.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current “Cleaning and Disinfecting your Facility,” <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”. The District’s cleaning and disinfecting plans shall be as set forth in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated March 13, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section XI COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.

Section XI Instructional Model

A. Traditional In-Person Instruction:

1. The parties will implement a traditional, in-person instructional model.
2. [Need to discuss how instruction will be provided when students have to be quarantined.]

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students.

- a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school.** Students and staff will be allowed to return to their home school when they return to in-person learning.

Additional items to negotiate include:

- ii. **Maintenance of Staff at Home School**
- iii. **Additional Support Staff to support the Independent Study Programs**
- iv. **Additional Staff to Secure Parental Consent for Independent Study**
- v. **Additional Staff to Complete Student IEPs**
- vi. **Cap City Staffing**

Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

- A. The parties agree to the 2021-2022 Teacher Work Year (G1) Calendar (“Calendar”) which is Exhibit A, attached hereto. The additional calendars will be modified to reflect the changes contained, herein, and are attached in Exhibit B.
- B. The 2021-2022 Calendar includes two (2) additional mandatory Professional Development days for all members scheduled for August 31, 2021 and September 1, 2021, as provided on Exhibit A. Staff members at New Joseph Bonnheim Elementary School and New Tech High School on alternative school year calendars will also attend the Professional development trainings, on days determined through the Liaison Committee at each school.
- C. The two (2) Professional Development days will be added to teachers’ compensation and salary schedules, as an extension to the Calendar from 181 days to 183 days for 2021-2022 and meets the employees’ CalSTRS pension credit and obligations. Two additional paid days will also be added to those bargaining unit employees who work a calendar other than the current 181-day calendar.
- D. The two (2) days of Professional Development will follow the outline/agenda which is attached as Appendix A.
- E. In addition, the SCTA Equity Committee, along with a representative of the Black Parallel School Board, will meet with Dr. Nancy Dome of EPOCH Education and representatives from the District to reach agreement on the development of additional trainings throughout the remainder of the school year to continue this important work. Additional training, including content and scheduling, shall be subject to mutual agreement between SCTA and SCUSD.

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties’ collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD’s repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found

to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.

<p>SCUSD/ SCTA Equity Professional Learning SCTA Equity Team Email Address: HumanRights@saccityta.com</p> <p>August 31, 2021 & September 1, 2021 8:00 - 2:30 pm</p> <p>Join Zoom Meeting</p>		
<p>TOPICS:</p> <ul style="list-style-type: none"> ● Introductions and Welcoming ● Community Partnerships ● Anti-Racist Teaching ● Federal, State, District Compliance regarding special populations ● Supports for our educators and youth 		<p>Facilitators: SCTA Equity Team and Board Liaisons</p>
<p>SCHEDULE: 6 hours</p>		
TIME	MINUTES	ACTIVITY & NOTES
8:00 - 8:30	30	<p>Introductions, Norms, Welcoming Rituals</p> <ul style="list-style-type: none"> ● Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. ● Declaration of Self: Name, Pronouns, What you bring ● Agreement on Meeting Norms <ul style="list-style-type: none"> ○ Brave and Protected Space ○ Growth and Discomfort ○ Centering our Work on the “Why” ● CTA Social Justice Statement: We, as educators, have a responsibility for the collective good of students, members, community and society while ensuring human and civil rights for all. Social justice is a commitment to equity and fairness in treatment and access to opportunities and resources for everyone, recognizing that equality is not necessarily equitable.

		Social justice means that we work actively to eradicate structural and institutional forms of oppression such racism, sexism, classism, linguisticism, ableism, ageism, heterosexism, gender bias, religious bias, xenophobia, and other "isms" and biases.
8:30 - 9:00	30	<p>Welcoming Message from Sacramento Community Organizations:</p> <ul style="list-style-type: none"> ● Black Parallel School Board ● Gender Health Center ● The LGBT Center ● La Familia
9:00 - 11:45	105	<p>The two (2) days of Professional Development will follow the outline:</p> <p>Day 1 (August 31, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. 2. Community Agreements 3. The journey of one school towards anti-racist teaching: Washington Elementary, a Case Study 4. Panel from Washington Elementary 5. Reading and Reflection <ol style="list-style-type: none"> a. Article on Characteristics of white supremacy culture by Tema Okun. b. A presentation on WSC Characteristics Melanie Bean worked on that could be used with staff. c. Gholdy Muhammad “5 pursuits”: where does identity, skills, intellect, criticality, joy show up in our teaching? d. The HILL model Equity framework e. Time to reflect— where are those in our school cultures and Affinity Group work. <p>Day 2 (September 1, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples

		<p>in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located.</p> <ol style="list-style-type: none"> 2. Community Agreements 3. Support on protected and special populations (sessions repeated/ recorded/ or a panel and possibly divided over the two days depending on district availability) <ul style="list-style-type: none"> ○ Special Education: ○ English Learners, Migratory Youth, Dreamers, Immigrants, Refugees: ○ LGBTQ+: ○ Foster and Homeless Youth: ○ Mental Health: ○ Home Visit Project: Gretchen Viglione 4. Panel: anti-racist efforts @ other school sites
11:45 - 12:00	15	<p>Check In and Supports:</p> <ul style="list-style-type: none"> ● What support do you need? ● Accountability <p>Optimistic Closure</p>
12:00 - 12:30	30	Lunch
12:30 - 2:30	120	Site Training to be decided by Liaison Committee and Special Education work group

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EXHIBIT D

**PROPOSED Memorandum of Understanding
Between Sacramento City Unified School District
and
Sacramento City Teachers Association (SCTA)**

August 10, 2021

To preserve the continuity of District operations and protect the health and safety of District employees, students, and the communities the District serves, the District SCTA agree as follows:

1. Testing: The District shall conduct symptomatic and asymptomatic testing of all employees commencing the week of August 30, 2021. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

Bargaining unit members will be required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination going to the District's vaccine portal at <https://www.scusd.edu/vaccinations> and (1) providing a digital copy of their COVID-19 vaccine record, (2) attaching a picture of their COVID-19 vaccine card, or (3) providing consent to the District's Health Services team to access their immunization record from the CA Immunization Registry. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing.

If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free weekly COVID-19 testing program.

Testing appointment opportunities shall include school site hours and the Serna Center.

If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:

- A. After the first missed test, the employee will attend the next available testing opportunity as listed in the email notification of the missed test.
- B. After the second missed test, the employee will be directed to attend the next available testing opportunity.
- C. After the third missed test, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
- D. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the

course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).

- E. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave.
2. Employees who are participating in free weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location).
 3. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.
 4. Vaccinations: The District shall continue to provide vaccinations at no cost to members of the bargaining unit. The District shall also provide booster shots, as available, in the event they are advised to maintain the effectiveness of the vaccine.
 5. This agreement shall remain in effect through June 30, 2022.
 6. This agreement is non-precedent setting.

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EXHIBIT E

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Independent Study for the 2021-2022 School Year

August 19, 2021

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on August ____, 2021 to address the impacts of AB 130 on the Independent Study Program in the District.

2021-2022 Independent Study Program

1. Independent study for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	110
1-3	280	135
4-6	300	160
7-8	300	60 minutes each period (180 daily)
9-12	360	60 minutes each period (180 daily)

4. For students in grades 11 and 12, and for fifth year seniors who had previously been attending Cap City and are accelerated, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
10. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
11. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
12. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
13. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent

study will adhere to the scope and sequence for each grade level or course and teach priority standards.

14. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day.

Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual summer per session rate (\$49.98/hour).
2. The District will seek volunteers from the independent study teachers to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual summer per session rate (\$49.98/hour).

Assignment and Return Rights

1. Within twenty-four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members (other than unit members that provide Special Education services including Specialized Academic Instruction). If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.
 - a. Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") and for whom remote work has been determined to be a reasonable accommodation.
2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment.

Miscellaneous Provisions

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SCUSD Proposal on Independent Study for the 2021-2022 School Year
August 19, 2021

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

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EXHIBIT F

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

August 17~~25~~, 2021

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021, and any subsequent guidance or revisions to the Framework issued after this date.
2. SCDPH guidance applicable to schools.
3. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 ~~and as revised, subject to SCTA approval~~), except in instances where the SCUSD “Return to Health” plan ~~conflicts with~~ differs from this MOU or updated SCDPH or CDPH guidance and requirements, wherein this MOU the SCDPH and CDPH guidance and requirements as updated from time to time shall prevail be followed.

~~All revisions and updates to the above health and safety guidelines. 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.~~

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised) shall be subject the grievance and arbitration Article of the SCTA-

SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

~~Section II: County Risk Level. 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, subject to state and federal guidelines.~~

~~[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]~~

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. ~~Prior to reporting in-person to District schools or worksites for required instruction/services with students, a~~Unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will continue to make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be

required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing discussed in section III below. If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free weekly COVID-19 testing program.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IVII: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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.

- A. The District shall conduct symptomatic and asymptomatic testing of all employees who are unvaccinated or decline to share their vaccination status commencing the week of August 30, 2021. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

- B. If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:
1. After the first missed test, the employee will attend the next available testing opportunity as listed in the email notification of the missed test.
 2. After the second missed test, the employee will be directed to attend the next available testing opportunity.
 3. After the third missed test, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
 4. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
 5. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave.
- C. Employees, regardless of vaccination status, who are participating in free weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location).
- D. The District will continue to offer free COVID testing

Before students return to school sites for in-person learning, the District shall ~~conduct~~ offer COVID testing prior to students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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” (currently defined as 3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (currently defined as 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.

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 two (2) working days at least twice weekly with reported confirmed positive tests. ~~of the District receiving confirmation of a positive test. All numbers on the Frontline Dashboard will be updated and reported weekly.~~

Section IV: Health Screenings

1. All persons will ~~be self-screened~~ for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. ~~Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring.~~ The District will

contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section IV of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section IV, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated ~~March 13, 2021~~ August 5, 2021 and as revised, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.) As outlined in Appendix I of the "Return to Health Plan."
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. ~~**SCUSD Monitoring Program**—Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.~~
 1. For students, site staff will give appropriate guidance on when to return to school based

- ~~on the current guidance from CDPH and/or SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health. ~~[Require a negative COVID test prior to return.]~~~~
2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

~~FF.~~ **Notification**

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
3. ~~[Notification to staff, students and families where a positive COVID case has been documented.]~~

~~**F. G. Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB-95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to. Employees will be entitled to use any leaves available under the law and/or the CBA.~~

~~**G. H. Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.~~

~~**HI. Return to Work Criteria:** The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.~~

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5,

2021 and as revised).

A. Physical Distancing

1. ~~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.~~
2. ~~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.~~
3. ~~Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times while staff and students are outdoors.~~ **As provided in the District's Return to Health Plan, Physical distance has been shown to reduce transmission and although distance criteria per CDPH are no longer required in schools, all individuals should maintain as much physical distance as practicably possible.**

B. A. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request ~~and as allowed~~ **and may be used to the extent provided** by CDPH and/or SCDPH guidance for schools.
2. To the extent required by the CDPH and/or SCDPH, All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief "mask break" outside of the classroom and distanced from others. 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
4. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. Beginning on September 2, 2021, ~~and continuing every two weeks after that,~~ 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.
2. 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.
3. 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 or a HEPA filter.
4. 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 facilities staff will be notified by the teacher and conduct a diagnostic assessment of that classroom and attempt to address the issue and will not be used until the cause for the high CO2 level has been corrected. ~~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.
- ~~5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors paid for through COVID related funds, grants, and bond funds.~~
 6. 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 retained a third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will provide an update on HVAC assessments, general maintenance and tune up work that has been completed between March and September 2021 to SCTA.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current “Cleaning and Disinfecting your Facility,” <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”. The District’s cleaning and disinfecting plans shall be as set forth in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated ~~March 13, 2021~~ August 5, 2021 and as revised) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium

hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section ~~XI~~ VIII COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section IX Staff with ~~Dependents and Other~~ Medical Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

~~For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.~~

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools ~~in person concurrent~~ model.

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).

~~In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child care centers for staff throughout the District.~~

Section ~~XI~~ Instructional Model [See District's August 19, 2021 response to SCTA's proposal on Independent Study]

~~A. Traditional In-Person Instruction:~~

- ~~1. The parties will implement a traditional, in-person instructional model.~~
- ~~2. [Need to discuss how instruction will be provided when students have to be quarantined.]~~

~~B. Independent Study (traditional):~~

- ~~1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.~~

~~C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students:~~

- ~~a. The Independent Study options shall include the following provisions:~~

- ~~i. **Right to Return to home school.** Students and staff will be allowed to return to their home school when they return to in-person learning.~~

~~Additional items to negotiate include:~~

- ~~ii. **Maintenance of Staff at Home School**~~
- ~~iii. **Additional Support Staff to support the Independent Study Programs**~~
- ~~iv. **Additional Staff to Secure Parental Consent for Independent Study**~~
- ~~v. **Additional Staff to Complete Student IEPs**~~
- ~~vi. **Cap City Staffing**~~

~~Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.~~ [See District's Proposal on Professional Development dated August 24, 2021]

- ~~A. The parties agree to the 2021-2022 Teacher Work Year (G1) Calendar ("Calendar") which is Exhibit A, attached hereto. The additional calendars will be modified to reflect the changes contained, herein, and are attached in Exhibit B.~~
- ~~B. The 2021-2022 Calendar includes two (2) additional mandatory Professional Development days for all members scheduled for August 31, 2021 and September 1, 2021, as provided on Exhibit A. Staff members at New Joseph Bonnheim Elementary School and New Tech High School on alternative school year calendars will also attend the Professional development trainings, on days determined through the Liaison Committee at each school.~~
- ~~C. The two (2) Professional Development days will be added to teachers' compensation and salary schedules, as an extension to the Calendar from 181 days to 183 days for 2021-2022 and meets the employees' CalSTRS pension credit and obligations. Two additional paid days will also be added to those bargaining unit employees who work a calendar other than the current 181-day calendar.~~
- ~~D. The two (2) days of Professional Development will follow the outline/agenda which is attached as Appendix A.~~

~~E. In addition, the SCTA Equity Committee, along with a representative of the Black Parallel School Board, will meet with Dr. Nancy Dome of EPOCH Education and representatives from the District to reach agreement on the development of additional trainings throughout the remainder of the school year to continue this important work. Additional training, including content and scheduling, shall be subject to mutual agreement between SCTA and SCUSD.~~

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

~~**Section XIV. Indemnity Clause:** This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.~~

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~*Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.*~~

<p>SCUSD/ SCTA Equity Professional Learning SCTA Equity Team Email Address: HumanRights@saccityta.com</p> <p>August 31, 2021 & September 1, 2021 8:00—2:30 pm</p> <p>Join Zoom Meeting</p>		
<p>TOPICS:</p> <ul style="list-style-type: none"> ● Introductions and Welcoming ● Community Partnerships ● Anti-Racist Teaching ● Federal, State, District Compliance regarding special populations ● Supports for our educators and youth 		<p>Facilitators: SCTA Equity Team and Board Liaisons</p>
SCHEDULE: 6 hours		
TIME	MINUTES	ACTIVITY & NOTES
8:00—8:30	30	<p>Introductions, Norms, Welcoming Rituals</p> <ul style="list-style-type: none"> ● Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. ● Declaration of Self: Name, Pronouns, What you bring ● Agreement on Meeting Norms <ul style="list-style-type: none"> ○ Brave and Protected Space ○ Growth and Discomfort ○ Centering our Work on the “Why” ● CTA Social Justice Statement: We, as educators, have a responsibility for the collective good of students, members, community and society while ensuring human and civil rights for all. Social justice is a commitment to equity and fairness in treatment and access to opportunities and resources for everyone, recognizing that equality is not necessarily equitable.

		<p>Social justice means that we work actively to eradicate structural and institutional forms of oppression such racism, sexism, classism, linguicism, ableism, ageism, heterosexism, gender bias, religious bias, xenophobia, and other "isms" and biases.</p>
8:30 – 9:00	30	<p>Welcoming Message from Sacramento Community Organizations:</p> <ul style="list-style-type: none"> ● Black Parallel School Board ● Gender Health Center ● The LGBT Center ● La Familia
9:00 – 11:45	405	<p>The two (2) days of Professional Development will follow the outline:</p> <p>Day 1 (August 31, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. 2. Community Agreements 3. The journey of one school towards anti-racist teaching: Washington Elementary, a Case Study 4. Panel from Washington Elementary 5. Reading and Reflection <ol style="list-style-type: none"> a. Article on Characteristics of white supremacy culture by Tema Okun. b. A presentation on WSC Characteristics Melanie Bean worked on that could be used with staff. c. Gholdy Muhammad “5 pursuits”: where does identity, skills, intellect, criticality, joy show up in our teaching? d. The HILL model Equity framework e. Time to reflect — where are those in our school cultures and Affinity Group work. <p>Day 2 (September 1, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples

		<p>in many ways. That's why Native Land Digital, a nonprofit group, has released a teacher's guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located.</p> <p>2. Community Agreements</p> <p>3. Support on protected and special populations (sessions repeated/ recorded/ or a panel and possibly divided over the two days depending on district availability)</p> <ul style="list-style-type: none"> ○ Special Education: ○ English Learners, Migratory Youth, Dreamers, Immigrants, Refugees: ○ LGBTQ+: ○ Foster and Homeless Youth: ○ Mental Health: ○ Home Visit Project: Gretchen Viglione <p>4. Panel: anti-racist efforts @ other school sites</p>
11:45 – 12:00	15	<p>Check In and Supports:</p> <ul style="list-style-type: none"> ● What support do you need? ● Accountability <p>Optimistic Closure</p>
12:00 – 12:30	30	Lunch
12:30 – 2:30	120	Site Training to be decided by Liaison Committee and Special Education work group

PERB Received
12/10/21 16:55 PM

EXHIBIT G

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Independent Study for the 2021-2022 School Year

District Counter of August 25, 2021

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on August ____, 2021 to address the impacts of AB 130 on the Independent Study Program in the District.

2021-2022 Independent Study Program

1. Independent study for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	110
1-3	280	135
4-6	300	160
7-8	300	60 minutes each period (180 daily)
9-12	360	60 minutes each period (180 daily)

4. For students in grades 11 and 12, and for fifth year seniors who had previously been attending Cap City and are accelerated, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
10. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
11. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
12. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
13. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent

study will adhere to the scope and sequence for each grade level or course and teach priority standards.

14. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day.

Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual **hourly rate**. ~~summer per session rate (\$49.98/hour).~~
2. The District will seek volunteers from the independent study teachers **and other professional support staff as appropriate** to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual **hourly rate**. ~~summer per session rate (\$49.98/hour).~~

Assignment and Return Rights

1. Within twenty-four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members ~~(other than unit members that provide Special Education services including Specialized Academic Instruction)~~. **Positions will be awarded in order of seniority consistent with the CBA.** If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.
 - a. Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") and for whom remote work has been determined to be a reasonable accommodation.
2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment.

Short Term Independent Study

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code and District policy, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The teacher of record will assign instructional work to students through Google Classroom in the event that students need to quarantine. In the event that extra time is required to provide said instructional material, staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval.

Miscellaneous Provisions

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

For the District:

For SCTA:

Superintendent

President

Jorge A. Aguilar

David Fisher

Date: _____

Date: _____

Early Kindergarten / Kindergarten

Education Code minimum 200 instructional minutes (Synchronous, Asynchronous, & Independent Learning).

AB 130: Requires Daily Synchronous instruction

S = Synchronous

A = Asynchronous

8:00 - 8:50	Morning circle SEL focused and attendance (10) Core Subject #1: ELA / Foundational Literacy - S & A Instruction (40)	Minimum 10 Minutes - Attendance, participation, SEL Engagement Activity Minimum 30 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 10 Minutes ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
8:50 - 9:00	Break - Transition Time	
9:00 - 9:50	Core Subject #2: Math - S & A Instruction (50)	Minimum 30 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 20 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
9:50 - 10:00	Break - Transition Time	
10:00 - 10:20	Targeted Small group support #1: Designated ELD - S for ELD, A instruction for others (20)	Minimum 20 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
10:20 - 11:00	Core subject #3: (Science, Social Studies, Arts Etc) - S & A Instruction (40)	Minimum 30 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 10 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
11:00 - 12:00	Lunch, Planning Time / Prep, Break	Lunch - 30 Minutes Planning Time / Prep, Break - 30 Minutes
12:00 - 12:20	Targeted Small group support #2: ELD is S & A instruction for others (20)	Minimum 20 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
12:20 - 2:30	Student: A: (20) Teacher: Office hours / Prep	Minimum 20 Minutes - A Instruction Office Hours, Planning, Tiered (Re)Engagement Strategies, Parent Communication, Engagement / Participation Logs, etc (Thursday Collaboration/Staff Meetings - 60)

Primary Grades 1 - 3

Education Code minimum 280 instructional minutes (Synchronous, Asynchronous, & Independent Learning).

AB 130: Requires Daily Synchronous instruction

S = Synchronous

A = Asynchronous

8:00 - 9:05	Morning circle SEL focused and attendance (10) Core Subject #1: ELA / Foundational Literacy - S & A Instruction (55)	Minimum 10 Minutes - Attendance, participation, SEL Engagement Activity Minimum 35 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 20 Minutes ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
9:05 - 9:10	Break - Transition Time	
9:10 - 10:15	Core Subject #2: Math - S & A Instruction (65)	Minimum 45 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 20 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
10:15 - 10:25	Break - Transition Time	
10:25 - 10:50	Targeted Small group support #1: Designated ELD - S for ELD, A instruction for others (25)	Minimum 25 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
10:50 - 11:55	Core subject #3: (Science, Social Studies, Arts Etc) - S & A Instruction (65)	Minimum 30 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 35 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
11:55 - 12:55	Lunch, Planning Time / Prep, Break	Lunch - 30 Minutes Planning Time / Prep, Break - 30 Minutes
12:55 - 1:20	Targeted Small group support #2: ELD is S & A instruction for others (25)	Minimum 25 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
1:20 - 2:30	Student: A: (35) Teacher: Office hours / Prep	Minimum 35 Minutes - A Instruction Office Hours, Planning, Tiered (Re)Engagement Strategies, Parent Communication, Engagement / Participation Logs, etc (Thursday Collaboration/Staff Meetings - 60)

Intermediate Grades 4-6

Education Code minimum **300** instructional minutes (Synchronous, Asynchronous, & Independent Learning).

AB 130: Requires weekly synchronous instruction and daily live interaction

S = Synchronous

A = Asynchronous

8:00 - 9:05	Morning circle SEL focused and attendance (10) Core Subject #1: ELA / Foundational Literacy - S & A Instruction (55)	Minimum 10 Minutes - Attendance, participation, SEL Engagement Activity Minimum 35 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 20 Minutes ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
9:05 - 9:10	Break - Transition Time	
9:10 - 10:15	Core Subject #2: Math - S & A Instruction (65)	Minimum 45 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 20 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
10:15 - 10:25	Break - Transition Time	
10:25 - 10:50	Targeted Small group support #1: Designated ELD - S for ELD, A instruction for others (25)	Minimum 25 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
10:50 - 11:55	Core subject #3: (Science, Social Studies, Arts Etc) - S & A Instruction (65)	Minimum 30 Minutes - S Instruction, Specialized Academic Instruction/Related Services Minimum 35 Minutes - ELD, Small Group Support - S & A Instruction, and/or Specialized Academic Instruction/Related Services
11:55 - 12:55	Lunch, Planning Time / Prep, Break	Lunch - 30 Minutes Planning Time / Prep, Break - 30 Minutes
12:55 - 1:20	Targeted Small group support #2: ELD is S & A instruction for others (25)	Minimum 25 Minutes - S ELD instruction, A Small Group Support, and/or Specialized Academic Instruction/Related Services
1:20 - 2:30	Student: A: (55) Teacher: Office hours / Prep	Minimum 35 Minutes - A Instruction Office Hours, Planning, Tiered (Re)Engagement Strategies, Parent Communication, Engagement / Participation Logs, etc (Thursday Collaboration/Staff Meetings - 60)

Middle School Grades 7-8

Education Code minimum **300** instructional minutes (Synchronous, Asynchronous, & Independent Learning).

AB 130: Requires weekly synchronous instruction and daily live interaction

S = Synchronous

A = Asynchronous

SAI = Specialized Academic Instruction/Related Services

Times	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 9:00	Office Hour (30) A	Office Hour Student (30) A	Office Hour (30) A	Collaboration/Staff Meetings (30) A	Office Hour (30) A
9:00 - 10:20	Office Hour (80) A	Period 1 (80) S & A	Period 2 (80) S & A	Period 1 (80) S & A	Period 2 (80) S & A
10:20 - 10:30	Break	Break	Break	Break	Break
10:30 - 11:50	Office Hour (80) A	Period 3 (80) S & A	Period 4 (80) S & A	Period 3 (80) S & A	Period 4 (80) S & A
11:50 - 12:40	Break / Lunch / Break				
12:40 - 2:00	Office Hour (80) A	Period 5 (80) S & A	Period 6 (80) S & A	Period 5 (80) S & A	Period 6 (80) S & A
2:00 - 2:30	Office Hour (30) A	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day

Office Hours include Planning, Tiered (Re)Engagement Strategies, Parent Communication, Engagement / Participation Logs, etc

Monday Office Hour must include live interaction with students via email, live interaction, Zoom etc

Each Period includes **Minimum 60 Minutes - S**, **Specialized Academic Instruction/Related Services** and Minimum 20 Minutes ELD, Small Group Support - **S & A**

Instruction, and/or **Specialized Academic Instruction/Related Services**

Tiered Interventions include tutoring and/or additional academic supports

High School Grades 9-12

Education Code minimum 360 instructional minutes (Synchronous, Asynchronous, & Independent Learning).

AB 130: Requires weekly synchronous instruction

S = Synchronous

A = Asynchronous

SAI = Specialized Academic Instruction/Related Services

Times	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 9:00	Office Hour (60) A	Office Hour Student (60) A	Office Hour (60) A	Collaboration/Staff Meetings (60) A	Office Hour (60) A
9:00 - 10:20	Office Hour (80) A	Period 1 (80) S & A	Period 2 (80) S & A	Period 1 (80) S & A	Period 2 (80) S & A
10:20 - 10:30	Break	Break	Break	Break	Break
10:30 - 11:50	Office Hour (80) A	Period 3 (80) S & A	Period 4 (80) S & A	Period 3 (80) S & A	Period 4 (80) S & A
11:50 - 12:40	Break / Lunch / Break				
12:40 - 2:00	Office Hour (80) A	Period 5 (80) S & A	Period 6 (80) S & A	Period 5 (80) S & A	Period 6 (80) S & A
2:00 - 2:30	Office Hour (30) A	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day	Tiered Interventions (30) S & A End of Teacher Work Day
2:30 - 3:00	(30) A	(30) A	(30) A	(30) A	(30) A

Office Hours include Planning, Tiered (Re)Engagement Strategies, Parent Communication, Engagement / Participation Logs, etc

Monday Office Hour must include live interaction with students via email, live interaction, Zoom etc

Each Period includes **Minimum 60 Minutes - S**, **Specialized Academic Instruction/Related Services** and Minimum 20 Minutes ELD, Small Group Support - **S & A**

Instruction, and/or **Specialized Academic Instruction/Related Services**

Tiered Interventions include tutoring and/or additional academic supports

EXHIBIT H

Sacramento City Teachers Association (SCTA)
Proposal to the Sacramento City Unified School District
“Working Together for Student Success in 2021-22”
August 25, 2021

SCTA and SCUSD have been in negotiations to address a number of important issues that concern parents, students and staff. With the commencement of the school year only days away, and as the COVID-19 pandemic surges in Sacramento County, particularly among the unvaccinated (which includes children under 12, and 59% of children ages 12-17), SCTA believes that the priority should be:

- To reopen schools as safely as possible for in-person instruction;
- To provide a robust independent study/distance learning option for those students unable to return to in-person instruction;
- To provide compensatory services to students with disabilities who did not receive mandated services in 2019-20 and 2020-21
- To recruit and retain certificated staff who reflect the diversity of the District;
- To create an atmosphere of labor peace and cooperation.

Building off of our success in reaching an MOU on August 25, 2021, regarding professional development to begin the important work of supporting anti-racist instruction, SCTA proposes the following:

1. A comprehensive proposal for safely reopening schools, including traditional independent study, pandemic-based independent study, and short-term independent study, that provides equity in services offered to all students, including general education and students with disabilities (Attachment A);
2. An extension of the 2016-2019 contract through June 30, 2022 (Attachment B).

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Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

~~August 25, 2021 at 5:30 p.m.~~

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Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021.
2. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. 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.

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

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The District shall meet monthly with a committee of representatives from SCTA 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 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.

Section II: County Risk Level. 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, subject to state and federal guidelines.

[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. 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 will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>.

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Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal.

-According to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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 learning, the District shall conduct COVID testing prior to students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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"

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(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.

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 ~~twice weekly within two (2) working days of the District receiving~~ with reported confirmed confirmation of a positive test. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. The District will contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. 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 will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated August 5, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of

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the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health. ~~Require a negative COVID test prior to return?~~
 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
 2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
 3. ~~Notification to staff, students and families where a positive COVID case has been documented.~~ The District will continue to provide notice to staff, students and families consistent with the notification method that was in place during the 2020-21 school year.
- F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.
- G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as

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a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

1. 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.
2. 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.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times.

B. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.
2. All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian,

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ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. ~~Beginning on or before~~ September 2, 2021, and thereafter when any change occurs, continuing every two weeks after that, the SCUSD Assistant Superintendent for Facilities Director or other appropriate person 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 ~~are will be~~ placed. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.

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2. HVAC systems will begin running at least two (2) hours before the beginning of the school day and continue for at least two (2) hours after.
3. 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.
4. 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.
5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors.
6. ~~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 has retained will have a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.~~

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product

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instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section XI COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.

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Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. Students with disabilities will be offered the independent study instructional model the same as general educational students.

A. Traditional In-Person Instruction:

~~1.~~ The parties will implement a traditional, in-person instructional model.

~~In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized student/parent agreement form that can help to expedite the administrative set-up of short-term independent instruction, as well as documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.~~

~~The teacher of record will determine the best method of assigning instructional work to students in the event that students need to quarantine. In the event that extra time is required to provide said instructional material (e.g. instructional packets, etc.) staff will be compensated for all additional time worked at the contractual hourly rate of pay. [Need to discuss how instruction will be provided when students have to be quarantined.]~~

~~2.~~

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students. ~~[Need to hear district feedback on coordinating the non-traditional independent study at the school site, rather than at Cap City.]~~

a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school.** Students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning.

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Additional items to negotiate include:

- ii. **Maintenance of Staff at Home School:** The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will continue to be counted in the enrollment numbers of the home school for staffing purposes.
- iii. **Additional Support Staff to support the Independent Study Programs**
- iv. **Additional Staff to Secure Parental Consent for Independent Study:**
Filling of Non-traditional Independent Study Positions: Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.
- v. **Additional Staff to Complete Student IEPs**
- v. **Cap City Staffing:** Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.
- vi. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.
- vii. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

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D. School-based Independent Study Teams: To provide both non-concurrent Independent Study/Distance Learning, the District will create site-based Independent Study Teams consisting of one certificated educator, one substitute teacher, and one classified employee per 24 students or fraction thereof who are enrolled through Independent Study via Cap City. The Independent Study teams will also coordinate the Short-term Independent study program for students who are unable to participate in classes temporarily due to COVID-19.

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Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

- ~~— The parties agree to the 2021-2022 Teacher Work Year (G1) Calendar (“Calendar”) which is Exhibit A, attached hereto. The additional calendars will be modified to reflect the changes contained, herein, and are attached in Exhibit B.~~
- ~~A. The 2021-2022 Calendar includes two (2) additional mandatory Professional Development days for all members scheduled for August 31, 2021 and September 1, 2021, as provided on Exhibit A. Staff members at New Joseph Bonenheim Elementary School and New Tech High School on alternative school year calendars will also attend the Professional development trainings, on days determined through the Liaison Committee at each school.~~
- ~~A. The two (2) Professional Development days will be added to teachers’ compensation and salary schedules, as an extension to the Calendar from 181 days to 183 days for 2021-2022 and meets the employees’ CalSTRS pension credit and obligations. Two additional paid days will also be added to those bargaining unit employees who work a calendar other than the current 181-day calendar.~~
- ~~A. The two (2) days of Professional Development will follow the outline/agenda which is attached as Appendix A.~~

- ~~A. In addition, the SCTA Equity Committee, along with a representative of the Black Parallel School Board, will meet with Dr. Nancy Dome of EPOCH Education and representatives from the District to reach agreement on the development of additional trainings throughout the remainder of the school year to continue this important work. Additional training, including content and scheduling, shall be subject to mutual agreement between SCTA and SCUSD.~~

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties’ collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD’s repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties’ collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

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Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.

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<p>SCUSD/ SCTA Equity Professional Learning SCTA Equity Team Email Address: HumanRights@saccityta.com</p> <p>August 31, 2021 & September 1, 2021 8:00 - 2:30 pm</p> <p>Join Zoom Meeting</p>		
<p>TOPICS:</p> <ul style="list-style-type: none"> ● Introductions and Welcoming ● Community Partnerships ● Anti-Racist Teaching ● Federal, State, District Compliance regarding special populations ● Supports for our educators and youth 		<p>Facilitators: SCTA Equity Team and Board Liaisons</p>
<p>SCHEDULE: 6 hours</p>		
TIME	MINUTES	ACTIVITY & NOTES
8:00 - 8:30	30	<p>Introductions, Norms, Welcoming Rituals</p> <ul style="list-style-type: none"> ● Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. ● Declaration of Self: Name, Pronouns, What you bring ● Agreement on Meeting Norms <ul style="list-style-type: none"> ○ Brave and Protected Space ○ Growth and Discomfort ○ Centering our Work on the “Why” ● CTA Social Justice Statement: We, as educators, have a responsibility for the collective good of students, members, community and society while ensuring human and civil rights for all. Social justice is a commitment to equity and fairness in treatment and access to opportunities and resources for everyone, recognizing that equality is not necessarily equitable.

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		Social justice means that we work actively to eradicate structural and institutional forms of oppression such as racism, sexism, classism, linguistic, ableism, ageism, heterosexism, gender bias, religious bias, xenophobia, and other "isms" and biases.
8:30 - 9:00	30	<p>Welcoming Message from Sacramento Community Organizations:</p> <ul style="list-style-type: none"> ● Black Parallel School Board ● Gender Health Center ● The LGBT Center ● La Familia
9:00 - 11:45	105	<p>The two (2) days of Professional Development will follow the outline:</p> <p>Day 1 (August 31, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. 2. Community Agreements 3. The journey of one school towards anti-racist teaching: Washington Elementary, a Case Study 4. Panel from Washington Elementary 5. Reading and Reflection <ol style="list-style-type: none"> a. Article on Characteristics of white supremacy culture by Tema Okun. b. A presentation on WSC Characteristics Melanie Bean worked on that could be used with staff. c. Gholdy Muhammad “5 pursuits”: where does identity, skills, intellect, criticality, joy show up in our teaching? d. The HILL model Equity framework e. Time to reflect— where are those in our school cultures and Affinity Group work. <p>Day 2 (September 1, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples

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		<p>in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located.</p> <ol style="list-style-type: none"> 2. Community Agreements 3. Support on protected and special populations (sessions repeated/ recorded/ or a panel and possibly divided over the two days depending on district availability) <ul style="list-style-type: none"> o Special Education: o English Learners, Migratory Youth, Dreamers, Immigrants, Refugees: o LGBTQ+: o Foster and Homeless Youth: o Mental Health: o Home Visit Project: Gretchen Viglione 4. Panel: anti-racist efforts @ other school sites
11:45 - 12:00	15	<p>Check In and Supports:</p> <ul style="list-style-type: none"> ● What support do you need? ● Accountability <p>Optimistic Closure</p>
12:00 - 12:30	30	Lunch
12:30 - 2:30	120	Site Training to be decided by Liaison Committee and Special Education work group

EXHIBIT I

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

August 17~~27~~, 2021

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021, and any subsequent guidance or revisions to the Framework issued after this date.
2. SCDPH guidance applicable to schools.
3. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 ~~and as revised, subject to SCTA approval~~), except in instances where the SCUSD “Return to Health” plan ~~conflicts with~~ differs from this MOU or updated SCDPH or CDPH guidance and requirements, wherein this MOU the SCDPH and CDPH guidance and requirements as updated from time to time shall prevail be followed.

~~All revisions and updates to the above health and safety guidelines. 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.~~

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised) shall be subject the grievance and arbitration Article of the SCTA-

SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

~~Section II: County Risk Level. 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, subject to state and federal guidelines.~~

~~[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]~~

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. ~~Prior to reporting in-person to District schools or worksites for required instruction/services with students, a~~Unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will continue to make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be

required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing discussed in section III below. If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free weekly COVID-19 testing program.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IVII: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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.

- A. The District shall conduct symptomatic and asymptomatic testing of all employees who are unvaccinated or decline to share their vaccination status commencing the week of August 30, 2021. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

- B. If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:
1. After the first missed test, the employee will attend the next available testing opportunity as listed in the email notification of the missed test.
 2. After the second missed test, the employee will be directed to attend the next available testing opportunity.
 3. After the third missed test, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
 4. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
 5. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave.
- C. Employees, regardless of vaccination status, who are participating in free weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location).
- D. The District will continue to offer free COVID testing.

Before students return to school sites for in-person learning, the District shall ~~conduct~~ offer COVID testing prior to students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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” (currently defined as 3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (currently defined as 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.

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 two (2) working days at least~~ twice weekly with reported confirmed positive tests. of the District receiving confirmation of a positive test. ~~All numbers on the Frontline Dashboard will be updated and reported weekly.~~

Section IV: Health Screenings

1. All persons will ~~be self-screened~~ for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. ~~Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring.~~ The District will

contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section IV of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section IV, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated ~~March 13, 2021~~ August 5, 2021 and as revised, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.) As outlined in Appendix I of the "Return to Health Plan."
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. ~~**SCUSD Monitoring Program**—Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.~~
 1. For students, site staff will give appropriate guidance on when to return to school based

- ~~on the current guidance from CDPH and/or SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health. [Require a negative COVID test prior to return?]~~
2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

EF. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
3. [Notification will be provided to staff, students and families where a positive COVID case has been documented consistent with Appendix I of the District's Return to Health Safety Plan.]

~~**F. G. Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to. Employees will be entitled to use any leaves available under the law and/or the CBA.~~

~~**G. H. Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.~~

~~**H. I. Return to Work Criteria:** The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.~~

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in

the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised).

A. Physical Distancing

1. ~~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.~~
2. ~~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.~~
3. ~~Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times while staff and students are outdoors. As provided in the District’s Return to Health Plan, Physical distance has been shown to reduce transmission and although distance criteria per CDPH are no longer required in schools, all individuals should maintain as much physical distance as practicably possible.~~

B. A. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and as allowed and may be used to the extent provided by CDPH and/or SCDPH guidance for schools.
2. To the extent required by the CDPH and/or SCDPH, Aall adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. ~~4.~~ The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. Beginning on September 2, 2021, ~~and continuing every two weeks after that,~~ 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.
2. 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.
3. 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 **or a HEPA filter**.
4. 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 facilities staff will be notified by the teacher and conduct a diagnostic assessment of that classroom and attempt to address the issue and will not be used until the cause for the high CO2 level has been corrected.~~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.

5. ~~Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion.~~ **Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors paid for through COVID related funds, grants, and bond funds.**
6. **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 has retained a third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will provide an update on HVAC assessments, general maintenance and tune up work that has been completed between March and September 2021 to SCTA.**

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current “Cleaning and Disinfecting your Facility,” <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”. The District’s cleaning and disinfecting plans shall be as set forth in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated ~~March 13, 2021~~ August 5, 2021 and as revised) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium

hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section ~~XI~~ VIII COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section IX Staff with ~~Dependents and Other~~ Medical Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

~~For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.~~

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools ~~in person concurrent~~ model.

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).

~~In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child care centers for staff throughout the District.~~

Section ~~XI~~ Instructional Model [See District's August 19, 2021 response to SCTA's proposal on Independent Study]

~~A. Traditional In-Person Instruction:~~

- ~~1. The parties will implement a traditional, in-person instructional model.~~
- ~~2. [Need to discuss how instruction will be provided when students have to be quarantined.]~~

~~B. Independent Study (traditional):~~

- ~~1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.~~

~~C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students:~~

- ~~a. The Independent Study options shall include the following provisions:~~

- ~~i. **Right to Return to home school.** Students and staff will be allowed to return to their home school when they return to in-person learning.~~

~~Additional items to negotiate include:~~

- ~~ii. **Maintenance of Staff at Home School**~~
- ~~iii. **Additional Support Staff to support the Independent Study Programs**~~
- ~~iv. **Additional Staff to Secure Parental Consent for Independent Study**~~
- ~~v. **Additional Staff to Complete Student IEPs**~~
- ~~vi. **Cap City Staffing**~~

~~Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.~~ [See District's Proposal on Professional Development dated August 24, 2021]

- ~~A. The parties agree to the 2021-2022 Teacher Work Year (G1) Calendar ("Calendar") which is Exhibit A, attached hereto. The additional calendars will be modified to reflect the changes contained, herein, and are attached in Exhibit B.~~
- ~~B. The 2021-2022 Calendar includes two (2) additional mandatory Professional Development days for all members scheduled for August 31, 2021 and September 1, 2021, as provided on Exhibit A. Staff members at New Joseph Bonnheim Elementary School and New Tech High School on alternative school year calendars will also attend the Professional development trainings, on days determined through the Liaison Committee at each school.~~
- ~~C. The two (2) Professional Development days will be added to teachers' compensation and salary schedules, as an extension to the Calendar from 181 days to 183 days for 2021-2022 and meets the employees' CalSTRS pension credit and obligations. Two additional paid days will also be added to those bargaining unit employees who work a calendar other than the current 181-day calendar.~~
- ~~D. The two (2) days of Professional Development will follow the outline/agenda which is attached as Appendix A.~~

~~E. In addition, the SCTA Equity Committee, along with a representative of the Black Parallel School Board, will meet with Dr. Nancy Dome of EPOCH Education and representatives from the District to reach agreement on the development of additional trainings throughout the remainder of the school year to continue this important work. Additional training, including content and scheduling, shall be subject to mutual agreement between SCTA and SCUSD.~~

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

~~**Section XIV. Indemnity Clause:** This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.~~

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~*Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.*~~

<p>SCUSD/ SCTA Equity Professional Learning SCTA Equity Team Email Address: HumanRights@saccityta.com</p> <p>August 31, 2021 & September 1, 2021 8:00—2:30 pm</p> <p>Join Zoom Meeting</p>		
<p>TOPICS:</p> <ul style="list-style-type: none"> ● Introductions and Welcoming ● Community Partnerships ● Anti-Racist Teaching ● Federal, State, District Compliance regarding special populations ● Supports for our educators and youth 		<p>Facilitators: SCTA Equity Team and Board Liaisons</p>
SCHEDULE: 6 hours		
TIME	MINUTES	ACTIVITY & NOTES
8:00—8:30	30	<p>Introductions, Norms, Welcoming Rituals</p> <ul style="list-style-type: none"> ● Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. ● Declaration of Self: Name, Pronouns, What you bring ● Agreement on Meeting Norms <ul style="list-style-type: none"> ○ Brave and Protected Space ○ Growth and Discomfort ○ Centering our Work on the “Why” ● CTA Social Justice Statement: We, as educators, have a responsibility for the collective good of students, members, community and society while ensuring human and civil rights for all. Social justice is a commitment to equity and fairness in treatment and access to opportunities and resources for everyone, recognizing that equality is not necessarily equitable.

		<p>Social justice means that we work actively to eradicate structural and institutional forms of oppression such racism, sexism, classism, linguicism, ableism, ageism, heterosexism, gender bias, religious bias, xenophobia, and other "isms" and biases.</p>
8:30 – 9:00	30	<p>Welcoming Message from Sacramento Community Organizations:</p> <ul style="list-style-type: none"> ● Black Parallel School Board ● Gender Health Center ● The LGBT Center ● La Familia
9:00 – 11:45	405	<p>The two (2) days of Professional Development will follow the outline:</p> <p>Day 1 (August 31, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples in many ways. That’s why Native Land Digital, a nonprofit group, has released a teacher’s guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located. 2. Community Agreements 3. The journey of one school towards anti-racist teaching: Washington Elementary, a Case Study 4. Panel from Washington Elementary 5. Reading and Reflection <ol style="list-style-type: none"> a. Article on Characteristics of white supremacy culture by Tema Okun. b. A presentation on WSC Characteristics Melanie Bean worked on that could be used with staff. c. Gholdy Muhammad “5 pursuits”: where does identity, skills, intellect, criticality, joy show up in our teaching? d. The HILL model Equity framework e. Time to reflect — where are those in our school cultures and Affinity Group work. <p>Day 2 (September 1, 2021)</p> <ol style="list-style-type: none"> 1. Land Acknowledgement: NEA Representative Assembly delegates passed a resolution in 2019 that the association, at the opening of every NEA event, will “acknowledge the native people of whom this land originated” and use traditional Tribal Land names. In Canada and the United States, there is a long, dire history of colonization that has affected indigenous peoples

		<p>in many ways. That's why Native Land Digital, a nonprofit group, has released a teacher's guide with detailed instructions on how to use Native Land, as well as exercises for use by teachers of different levels. The group has also released an app that lets users know where Native Lands are located.</p> <p>2. Community Agreements</p> <p>3. Support on protected and special populations (sessions repeated/ recorded/ or a panel and possibly divided over the two days depending on district availability)</p> <ul style="list-style-type: none"> ○ Special Education: ○ English Learners, Migratory Youth, Dreamers, Immigrants, Refugees: ○ LGBTQ+: ○ Foster and Homeless Youth: ○ Mental Health: ○ Home Visit Project: Gretchen Viglione <p>4. Panel: anti-racist efforts @ other school sites</p>
11:45 – 12:00	15	<p>Check In and Supports:</p> <ul style="list-style-type: none"> ● What support do you need? ● Accountability <p>Optimistic Closure</p>
12:00 – 12:30	30	Lunch
12:30 – 2:30	120	Site Training to be decided by Liaison Committee and Special Education work group

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EXHIBIT J

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Independent Study for the 2021-2022 School Year

District Counter of August 25~~7~~, 2021

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on August ____, 2021 to address the impacts of AB 130 on the Independent Study Program in the District.

2021-2022 Independent Study Program

1. Independent study for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	110
1-3	280	135
4-6	300	160
7-8	300	60 minutes each period (180 daily)
9-12	360	60 minutes each period (180 daily)

4. For students in grades 11 and 12, and for fifth year seniors who had previously been attending Cap City and are accelerated, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
10. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
11. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
12. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
13. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent

study will adhere to the scope and sequence for each grade level or course and teach priority standards.

14. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day.

Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~
2. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~ **If there are more volunteers than hours available, hours will be assigned by seniority.**

Assignment and Return Rights

1. ~~Within twenty four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members (other than unit members that provide Special Education services including Specialized Academic Instruction). Positions will be awarded in order of seniority consistent with the CBA. If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.~~
 - a. ~~Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") and for whom remote work has been determined to be a reasonable accommodation.~~
1. **Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") as set forth in Section X above. If**

vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.

2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment.

Short Term Independent Study

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code and District policy, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. In the event a student needs to quarantine, the teacher of record will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. ~~in the event that students need to quarantine. In the event that extra time is required to provide said instructional material, Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.~~

Miscellaneous Provisions

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

For the District:

For SCTA:

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SCUSD Council Proposal on Independent Study for the 2021-2022 School Year
August 27, 2021

Superintendent

Jorge A. Aguilar

President

David Fisher

Date: _____

Date: _____

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EXHIBIT K

SCTA Counter Proposal to Safely Reopen Schools to In-Person Instruction
August 25, 2021

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

August 27, 2021 at 7:00 p.m.

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021.
2. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. 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.

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject to the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

SCTA Counter Proposal to Safely Reopen Schools to In-Person Instruction
August 25, 2021

The District shall meet monthly with a committee of representatives from SCTA 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 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.

Section II: County Risk Level. 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, subject to state and federal guidelines.

[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. 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 will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>.

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SCTA Counter Proposal to Safely Reopen Schools to In-Person Instruction
August 25, 2021

Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal.

According to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

Deleted:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

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Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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 learning, the District shall conduct COVID testing prior to students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly, subject to availability of testing materials and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

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The District shall require non-District personnel who are contracted by the District to provide services to 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

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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.

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 ~~twice weekly, with reported confirmed~~ positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

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Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. The District will contract to provide 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.

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Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. 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 will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District’s contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District’s Contact tracing program will be in writing, as set forth in the District’s “Return to Health Plan,” dated August 5, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of

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the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

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E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
 2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
 3. The District will continue to provide notice to staff, students and families consistent with the notification method that was in place during the 2020-21 school year.
- F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.
- G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

1. 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.
2. 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.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times.

B. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.
2. All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

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C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksites will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. ~~On or before September 2, 2021, and thereafter when any change occurs,~~ SCUSD Facilities ~~Director or other appropriate person or~~ 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 ~~are~~ placed. ~~The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.~~
2. 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.
3. 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.

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4. 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.
5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. **Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors.**
6. ~~The District has retained a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.~~

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Deleted: 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,

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Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section XI COVID-19 Prevention Program (CPP)

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Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.

Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. Students with disabilities will be offered the independent study instructional model the same as general educational students. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District's Independent Study program regarding student to teacher interaction.

Grade Span	New "Live Interaction" Requirement	New "Synchronous Instruction" Requirement
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TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, "Live Interaction" means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, "Synchronous Instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

A. Traditional In-Person Instruction:

The parties will implement a traditional, in-person instructional model.

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized student/parent agreement form that can help to expedite the administrative set-up of short-term independent instruction, as well as documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

The teacher of record will determine the best method of assigning instructional work to students in the event that students need to quarantine. In the event that extra time is required to provide said instructional material (e.g. instructional packets, etc.) staff will be compensated for all additional time worked at the contractual hourly rate of pay.

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B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

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- C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students. ~~[Need to hear district feedback on coordinating the non-traditional independent study at the school site, rather than at Cap City.]~~
- a. The Independent Study options shall include the following provisions:

- i. Right to Return to home school.** ~~During the 2021-22 school year,~~ students and staff will be allowed to return to their home school ~~(within the same grade level/content area)~~ when they return to in-person learning. ~~For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplussing, subject to the provisions of the Collective Bargaining Agreement.~~
- ii. Maintenance of Staff at Home School:** ~~The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will continue to be counted in the enrollment numbers of the home school for staffing purposes.~~
- iii.**
- iv. Filling of Non-traditional Independent Study Positions:** ~~Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.~~
- v. Cap City Staffing:** ~~Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.~~
- vi.** ~~The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.~~

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Additional items to negotiate include:

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Deleted: Additional Staff to Secure Parental Consent for Independent Study

Deleted: Additional Staff to Complete Student IEPs

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vii. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

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D. School and/or Regionally based Independent Study Teams: To provide both non-concurrent Independent Study/Distance Learning, the District and SCTA will convene an Independent Study Work Group on Monday, August 30, 2021, to jointly develop site or regionally-based Independent Study Instructional teams, administered through Cap City. Based on the number of students who have expressed interest in Independent Study, as well as the credentialing requirements, staff availability or other relevant factors, the parties will jointly develop the Independent Study Instruction teams with the goal of maintaining, to the extent possible, the connection of students to their home school.

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Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

Deleted: <#>The parties agree to the 2021-2022 Teacher Work Year (G1) Calendar ("Calendar") which is Exhibit A, attached hereto. The additional calendars will be modified to reflect the changes contained, herein, and are attached in Exhibit B. ¶
The 2021-2022 Calendar includes two (2) additional mandatory Professional Development days for all members scheduled for August 31, 2021 and September 1, 2021, as provided on Exhibit A. Staff members at New Joseph Bonnheim Elementary School and New Tech High School on alternative school year calendars will also attend the Professional development trainings, on days determined through the Liaison Committee at each school. ¶
The two (2) Professional Development days will be added to teachers' compensation and salary schedules, as an extension to the Calendar from 181 days to 183 days for 2021-2022 and meets the employees' CalSTRS pension credit and obligations. Two additional paid days will also be added to those bargaining unit employees who work a calendar other than the current 181-day calendar. ¶
The two (2) days of Professional Development will follow the outline/agenda which is attached as Appendix A. ¶
In addition, the SCTA Equity Committee, along with a representative of the Black Parallel School Board, will meet with Dr. Nancy Dome of EPOCH Education and representatives from the District to reach agreement on the development of additional trainings throughout the remainder of the school year to continue this important work. Additional training, including content and scheduling, shall be subject to mutual agreement between SCTA and SCUSD. ¶

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.

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EXHIBIT L

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study**

August 17~~30~~, 2021

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021, and any subsequent guidance or revisions to the Framework issued after this date.
2. SCDPH guidance applicable to schools.
3. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 ~~and as revised, subject to SCTA approval~~), except in instances where the SCUSD “Return to Health” plan ~~conflicts with~~ differs from this MOU or updated SCDPH or CDPH guidance and requirements, wherein this MOU the SCDPH and CDPH guidance and requirements as updated from time to time shall prevail be followed.

~~All revisions and updates to the above health and safety guidelines. 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.~~

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised) shall be subject the grievance and arbitration Article of the SCTA-

SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

~~Section II: County Risk Level. 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, subject to state and federal guidelines.~~

~~[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]~~

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. ~~Prior to reporting in-person to District schools or worksites for required instruction/services with students, a~~Unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will continue to make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be

required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing discussed in section III below. If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free weekly COVID-19 testing program.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IVII: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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.

- A. The District shall conduct symptomatic and asymptomatic testing of all employees who are unvaccinated or decline to share their vaccination status commencing the week of August 30, 2021. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

- B. If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:
1. After the first missed test, the employee will attend the next available testing opportunity as listed in the email notification of the missed test.
 2. After the second missed test, the employee will be directed to attend the next available testing opportunity.
 3. After the third missed test, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
 4. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
 5. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave.
- C. Employees, regardless of vaccination status, who are participating in free weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location).
- D. The District will continue to offer free COVID testing.

Before students return to school sites for in-person learning, the District shall ~~conduct~~ offer COVID testing prior to students and staff returning to any school or worksite, and shall continue to offer to test all students and staff at least weekly, subject to availability of testing materials and staffing availability, and parent/guardian authorization. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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” (currently defined as 3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (currently defined as 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.

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 two (2) working days at least twice weekly with reported confirmed positive tests, of the District receiving confirmation of a positive test. ~~All numbers on the Frontline Dashboard will be updated and reported weekly.~~

Section IV: Health Screenings

1. All persons will ~~be self-screened~~ for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. ~~Screening will include a visual wellness~~

~~check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in person learning is occurring.~~ The District will contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section IV of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section IV, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated ~~March 13, 2021~~ August 5, 2021 and as revised, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.) As outlined in Appendix I of the "Return to Health Plan."
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. ~~**SCUSD Monitoring Program**—Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.~~

1. For students, site staff will give appropriate guidance on when to return to school based on the current guidance from CDPH and/or SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health. ~~{Require a negative COVID test prior to return?}~~
2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

FF. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
3. ~~{Notification will be provided to staff, students and families where a positive COVID case has been documented consistent with Appendix I of the District's Return to Health Safety Plan.}~~

F. G. Extension of SB95 COVID Sick Leave Provisions: In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. ~~In addition to the eighty hours of COVID sick leave provided by SB-95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.~~ Employees will be entitled to use any leaves available under the law and/or the CBA.

G. H. Quarantine Leave: Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised).

A. ~~Physical Distancing~~

1. ~~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.~~
2. ~~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.~~
3. ~~Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times while staff and students are outdoors. As provided in the District’s Return to Health Plan, Physical distance has been shown to reduce transmission and although distance criteria per CDPH are no longer required in schools, all individuals should maintain as much physical distance as practicably possible.~~

B. A. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and as allowed and may be used to the extent provided by CDPH and/or SCDPH guidance for schools.
2. To the extent required by the CDPH and/or SCDPH, All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. ~~4.~~ The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. Beginning on September 2, 2021, and continuing every two weeks after that, and thereafter when any change occurs, the SCUSD Assistant Superintendent for Facilities Director or other appropriate person 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. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.
2. 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.

3. 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 **or a HEPA filter.**
4. 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 facilities staff will be notified by the teacher and conduct a diagnostic assessment of that classroom and attempt to address the issue and will not be used until the cause for the high CO2 level has been corrected.~~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.
5. ~~Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion.~~ **Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors paid for through COVID related funds, grants, and bond funds.**
6. **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 has retained a third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will provide~~ **an update on HVAC assessments, general maintenance and tune up work that has been completed between March and September 2021 to SCTA.**

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated ~~March 13, 2021~~ August 5, 2021 and as revised) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section ~~XI~~ VIII COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section IX Staff with ~~Dependents and Other~~ Medical Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

~~For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD’s Risk Management can follow up with bargaining unit member’s health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.~~

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools ~~in-person concurrent model~~.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child care centers for staff throughout the District.

Section XI Instructional Model [See District's August 4930, 2021 response to SCTA's proposal on Independent Study]

A. Traditional In-Person Instruction:

1. The parties will implement a traditional, in-person instructional model.
2. ~~[Need to discuss how instruction will be provided when students have to be quarantined.]~~

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students:

- a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school.** Students and staff will be allowed to return to their home school when they return to in-person learning.

Additional items to negotiate include:

- ii. **Maintenance of Staff at Home School**
- iii. **Additional Support Staff to support the Independent Study Programs**
- iv. **Additional Staff to Secure Parental Consent for Independent Study**
- v. **Additional Staff to Complete Student IEPs**
- vi. **Cap City Staffing**

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~*Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.*~~

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Independent Study for the 2021-2022 School Year

District Counter of August 25~~7~~ 30, 2021

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on August ____, 2021 to address the impacts of AB 130 on the Independent Study Program in the District.

2021-2022 Independent Study Program

1. Independent study for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	110
1-3	280	135
4-6	300	160
7-8	300	60 minutes each period (180 daily)
9-12	360	60 minutes each period (180 daily)

4. For students in grades 11 and 12, and for fifth year seniors who had previously been attending Cap City and are accelerated, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
10. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
11. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
12. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
13. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent

study will adhere to the scope and sequence for each grade level or course and teach priority standards.

14. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day.

Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~
2. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~ If there are more volunteers than hours available, hours will be assigned by seniority.

Assignment and Return Rights

- ~~1. Within twenty four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members (other than unit members that provide Special Education services including Specialized Academic Instruction). ~~Positions will be awarded in order of seniority consistent with the CBA.~~ If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.~~
 - ~~a. Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") and for whom remote work has been determined to be a reasonable accommodation.~~
1. Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations according to the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") as set forth in Section X above. If

vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.

2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment through the District's regular employee surplus process described in the CBA.

Short Term Independent Study

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code and District policy, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. In the event a student needs to quarantine, the teacher of record will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. ~~in the event that students need to quarantine. In the event that extra time is required to provide said instructional material, Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study.~~ Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

Miscellaneous Provisions

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

For the District:

For SCTA:

Superintendent

President

PERB Received
12/10/21 16:55 PM

SCUSD Council Proposal on Independent Study for the 2021-2022 School Year
August 27~~30~~, 2021

Jorge A. Aguilar

David Fisher

Date: _____

Date: _____

PERB Received
12/10/21 16:55 PM

EXHIBIT M

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- COVID-19 Quarantine and Substitute Pay
2021-2022 School Year

September 6, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding extra pay for substitutes covering for Covid-19 positive or quarantined teachers.

1. Quarantine and Closures. The Parties will follow the most current and up-to-date health and safety guidelines established by the California Department of Health (CDPH) and the Sacramento County Department of Public Health (SCDPH) for quarantine of individual staff or students, and as reflected in the District's most up-to-date Return to Health Plan.
2. Staff Quarantine. If an employee tests positive for Covid-19 or is determined to be a close contact requiring quarantine by the District contact tracing consistent with CDPH and SCPH guidelines and the District's Return to Health Plan, the District will pay a substitute who is filling in for a Covid 19 positive or quarantined teacher, an extra stipend of 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Regular processes for obtaining substitutes shall be followed.
3. Substituting on Prep Period. For secondary school staff filling in for a colleague who tests positive for Covid-19 or is determined to be a close contact requiring quarantine by the District contact tracing consistent with CDPH and SCPH guidelines and the District's Return to Health Plan, the District will pay an additional 25% stipend over the current CBA rate per Article 12.12.1.
4. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU Substitute Pay
2021-2022 School Year

September 16, 2021 (Revised Proposal)

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding extra pay for substitutes working in the District during 2021-2022 school year.

1. The District will pay assigned substitutes who work in the District during the 2021-2022 school year an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Regular processes for obtaining substitutes shall be followed.
2. Substituting on Prep Period. For secondary school staff filling in for a colleague, the District will pay an additional 25% over the current CBA rate per Article 12.12.1.
3. The above increased substitute rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. Term of Agreement. This MOU is non-precedent setting. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Contact Tracing During Weekends and After Work Hours
2021-2022 School Year

September 16, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding providing additional compensation for school nurses conducting Covid-19 contact tracing during weekends and after regular work hours.

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing outside of their regularly scheduled hours will be paid \$150 per hour for this extra work.
2. Hours will be assigned and approved consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

**COVID-19 Continuity of Instructional Programs
2021-2022 School Year**

September 16, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding providing a continuity of learning instructional program that will be implemented should any students, staff, whole classrooms or schools be required to quarantine or be closed by the California Department of Public Health (CDPH) or Sacramento County Department of Public Health (SCPH).

1. **Continuity of Learning and Quarantine and Closures.** The Parties will follow the most current and up-to-date health and safety requirements and orders established by CDPH and SCPH for quarantine of students or staff, closure of classrooms or school sites, in consultation with SCPH.

In order to provide continuity of learning, the District shall have the flexibility to provide in-person instruction and remote instruction for independent study simultaneously (hereinafter referred to as “concurrent simultaneous instruction”) as allowable by AB 130, as amended by AB/SB 167, using Google Classroom/and Zoom, with school-based teaching staff monitoring student progress. At any time when a student or staff must quarantine, or District schools or individual classrooms are closed due to a public health order from CDPH or SCPH, the following continuity of learning model will apply.

- A. In cases where a student(s) is quarantined, the classroom teacher shall provide concurrent simultaneous instruction for students physically in attendance and quarantined students as allowed by AB 130, as amended by AB/SB 167, using Google Classroom and Zoom, for a minimum of time as provided for in subsection D below. This concurrent simultaneous remote instruction shall only be provided to students subject to COVID-19 at-home quarantine or isolation due to a positive COVID-19 test.
- B. In cases where an entire class or school is quarantined or physically closed due to a public health order or a natural disaster such as fire, the classroom teacher, or substitute if the classroom teacher is directly affected, shall provide the remote

instruction for all students, using Google Classroom/and Zoom, for a minimum of the time provided for in subsection D below.

C. In cases where the teacher is quarantined at home and not personally sick, the teacher may choose to support the class by providing remote instruction with the assistance of a substitute in-person with the class, or may exercise their right to utilize quarantine leave pursuant to the CBA upon appropriate notification by the teacher to their administrator.

D. During Continuity of Learning, the teacher shall provide the following:

- i. Elementary – minimum of three hours synchronous daily instruction for all students *via* Google Meet or Zoom
- ii. Secondary – a minimum of 30 minutes of synchronous daily instruction in each class period every day for all students *via* Google Meet or Zoom
- iii. Assignments on Google Classroom
- iv. Access to digital learning tools and curriculum with monitoring and feedback on progress
- v. A minimum of two hours of office hours per week, to be scheduled at the discretion of the teacher
- vi. Approval of all requests from affected students for short term independent study and Written Agreements required for each independent study student
- vii. In addition to the minimum synchronous daily instruction above, asynchronous minutes required to reach the minimum daily/annual minutes required for Independent Studies under AB 130 and AB/SB 167
- viii. Documentation and certification of the required independent study instructional minutes, including both the synchronous and asynchronous minutes, including sample student work as required by the Written Agreement pursuant to AB 130 and AB/SB 167
- ix. Students to be given the opportunity to receive full credit for any make-up work resulting from their absences
- x. Unit members who provide services to students with disabilities will follow the instructional minute requirements to the extent such requirements do not conflict with a student’s individualized education plan (“IEP”). Teachers will provide special education services and consultation with parents and collaborate with related service providers as needed

2. Collaboration to Improve Student Outcomes

- A. Unit members will continue to collaborate and participate in staff meetings remotely while their classroom or school is temporarily closed.
- B. All necessary adults who supervise and support, teach, or assist in the classroom such as administrators, prep teachers, RSP teachers, and paraprofessionals should be given access as a student to the Google Classroom and Zoom to allow them to perform their duties and support the

classroom teacher. Administrators shall be provided with access to observe live on-line platforms. In the interest of mitigating any potential interruptions/disruptions to the instruction, the administrator will notify the unit member prior to the start of school on the day of the visit.

3. **Extra Pay.** Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.
4. **Limited Agreement.** This MOU is not precedent setting. This MOU addresses only the situation of student or staff quarantine, or school or classroom closure during the 2021-2022 school year and does not preclude continued discussions between the District and SCTA on other working conditions.
5. **Term of Agreement.** This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

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EXHIBIT N

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU Substitute Pay
2021-2022 School Year

SCTA Counterproposal, September 22, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding the recruitment and retention of substitutes working in the District, and for providing transparency regarding the use of substitutes, and the combining of classes.

1. The District will pay assigned substitutes who work in the District an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Substitute teachers working in long term positions at their daily contracted rate will not earn less than Step 2. Regular processes for obtaining substitutes shall be followed.
2. The District will increase the salary schedules for certificated bargaining unit members so that all employees on K-12 Salary Schedule, Column A, Step 1 will be equal to the Step 2 rate for substitutes. All other step and columns in all other salary schedules will be adjusted accordingly.
3. Substituting on Prep, Free Period or Out of Regular Assignment. For staff filling in and or who voluntarily accept an assignment to teach an extra period or voluntarily accept an out of regular assignment the District will pay an additional 25% over the bargaining unit member's regular contractual hourly rate of pay for all time worked related to this work. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet.
4. In addition to 3 days of sick leave provided for Substitute teachers, the district will provide an additional 14 days of paid sick leave for any substitute teacher who tests positive, is experiencing COVID symptoms or is required to quarantine.
5. When calculating differential pay for bargaining unit members, the District shall use the 2020-21 substitute rates for all unit members.

6. The District will create fifty (50) full-time benefited substitute positions. Positions will be awarded according to the provisions of the collective bargaining agreement. Benefited substitutes will be employed for each instructional day of the school year, although their work site may vary based on staffing needs.
7. The district will make all efforts to reach out to prior substitute teachers who were removed from the substitute list in the summer of 2021 and upon request, immediately reinstate them to the substitute list.
8. In the event that AB 167 is signed, teachers holding a substitute teaching credential may be assigned, when necessary, to serve in an assignment for up to 60 cumulative days for any one assignment until July 2022. The district will work with SCTA to support eligible and interested substitute teachers to acquire their Career Substitute Permit.
9. No bargaining unit member shall be required to teach a combined class. Bargaining unit members who voluntarily agree to teach combined classes will be compensated for \$100 per hour for the time worked instructing the combined class, times the number of classes combined over and above the bargaining unit members current assignment.
10. The District will notify parents or guardians of affected students when unfilled teaching vacancies are filled by substitute teachers.
11. The District will notify parents or guardians of affected students when classes have been combined.
12. This MOU will be applied retroactively to the first day of school in the year of 2021-2022.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study
September 22, 2021**

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021.
2. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. 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.

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

Section II: County Risk Level.

In the event that there is an increase in the County risk level or an outbreak at a school or work site such that the California Department of Public Health, the Sacramento County Department of Public Health or California Department of Occupational Health and Safety (Cal-OSHA) recommend the closure of the District, school site or work site, SCUSD will abide by said recommendation. The District will notify SCTA within twenty-four (24) hours of receipt of the recommendation.

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. All District staff and students shall be required to be fully vaccinated against COVID by January 1, 2022, except those staff or students who have a medical exemption that keeps them from being vaccinated. The District will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. **Prior to January 1, 2022, and pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at**

<https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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.

Beginning October 15, 2021, the District shall conduct COVID testing for all students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly, subject to availability of testing materials and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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.

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 **daily** with reported confirmed positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. The District will contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. 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 will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District’s contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District’s Contact tracing program will be in writing, as set forth in the District’s “Return to Health Plan,” dated August 5, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of

the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
3. The District will continue to provide notice to staff, students and families consistent with the notification method that was in place during the 2020-21 school year.

- F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.
- G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

1. 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.
2. 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.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times.

B. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.
2. All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. . . 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. On or before September 2, 2021, and thereafter when any change occurs, SCUSD Facilities Director or other appropriate person or 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 are placed. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.
2. 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.
3. 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.

4. 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.
5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. **Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors.**
6. The District has retained a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current “Cleaning and Disinfecting your Facility,” <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”. The District’s cleaning and disinfecting plans shall be as set forth in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section XI COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD’s Risk Management can follow up with bargaining unit member’s health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.

Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. Students with disabilities will be offered the independent study instructional model the same as general educational students.

For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
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TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade		Daily
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

A. Traditional In-Person Instruction:

The parties will implement a traditional, in-person instructional model.

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized student/parent agreement form that can help to expedite the administrative set-up of short-term independent instruction, as well as documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

~~The teacher of record will determine the best method of assigning instructional work to students in the event that students need to quarantine. In the event that extra time is required to provide said instructional material (e.g. instructional packets, etc.) staff will be compensated for all additional time worked at the contractual hourly rate of pay.~~

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students. ~~[Need to hear district feedback on coordinating the non-traditional independent study at the school site, rather than at Cap City.]~~

a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school.** During the 2021-22 school year, students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning. For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplus, subject to the provisions of the Collective Bargaining Agreement.
- ii. **Maintenance of Staff at Home School:** The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will continue to be counted in the enrollment numbers of the home school for staffing purposes.
- iii.
- iv. **Filling of Non-traditional Independent Study Positions:** Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.
- v. **Cap City Staffing:** Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.
- vi. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.

- vii. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

D. School and or Regionally-based Independent Study Teams: To provide both non-concurrent Independent Study/Distance Learning, the District and SCTA will convene an Independent Study Work Group on Monday, August 30, 2021, to jointly develop site or regionally-based Independent Study Instructional teams, administered through Cap City. Based on the number of students who have expressed interest in Independent Study, as well as the credentialing requirements, staff availability or other relevant factors, the parties will jointly develop the Independent Study Instruction teams with the goal of maintaining, to the extent possible, the connection of students to their home school.

Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation pro

PERB Received
12/10/21 16:55 PM

EXHIBIT O

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Long Term Independent Study for the 2021-2022 School Year

**District Counter of August 25~~7~~ 30, 2021
Updated October 26, 2021**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”), hereafter collectively referred to as “the Parties,” on **October August 26, 2021** to address the impacts of AB 130 on the **Long Term** Independent Study Program in the District.

2021-2022 Independent Study Program

1. **Long Term** Independent study (for students who are opting out of in-person instruction and requesting independent study for an extended period of time consistent with the requirements of AB 130) for the 2021-2022 school year will be provided through the District’s Capital City School.
2. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

3. Students in grades who participate in independent study shall receive daily instruction consistent with the following:

Grade Span	Required Instructional Minutes	Minimum Synchronous minutes
EK/K	200	140 60 minutes daily
1-3	280	135 60 minutes daily
4-6	300	160 60 minutes daily
7-8	300	60 minutes each period (180 daily) 30 minutes per course per day
9-12	360	60 minutes each period (180 daily) 30 minutes per course per day

4. For students ~~in grades 11 and 12, and for fifth year seniors~~ who had previously been attending Cap City ~~and are accelerated~~, the District will offer independent study that more closely resembles the traditional independent study program offered at Cap City prior to March 2020.
5. Consistent with AB 130, Unit members providing synchronous instruction shall document in Infinite Campus each student's participation in live interaction and synchronous instruction pursuant to section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. Unit members shall notify the principal if there is an issue or concern with attendance or participation of a student in the independent study program.
6. Physical education classes will be provided 100% asynchronously.
7. Full time independent study assignments shall comply with the class size limitations for the applicable grade span as listed in Article 17 of the collective bargaining agreement.
8. Full time independent study unit members may teach multiple grade levels (grade spans limited to TK-6 or 7-12), but no unit member shall be assigned to teach more than two grades at the elementary level or no more than three class titles at the secondary level.
9. ~~In addition to staff who are assigned to Capital City, teachers at any site may voluntarily provide virtual instruction in their current teaching and credentialed subject area and shall be provided per diem compensation at their contract hourly rate for up to eight (8) hours each week for students that are enrolled at Cap City. Such teachers shall be assigned no more than 10 students. Teachers shall provide any required daily live interaction and/or synchronous instruction consistent with AB 130 either individually or in a group setting as necessary to meet the needs of their individual students. Teachers shall use Google Classroom related to providing virtual instruction, and are responsible for assignments, assessment, attendance, grading, and parent communication. Teachers shall be supervised by Cap City administration relating to this independent study related work. Teachers receiving this per diem shall not be eligible for class-size overage payments.~~

The number of such per diem positions and length of service shall be based upon the District's needs through the end of the 2021-2022 school year. Teachers shall be selected based upon regular seniority procedures.

10. The instructional schedules for independent study teachers shall be as set forth in Exhibit A.
11. Unit members teaching in independent study (except those providing services pursuant to an IEP) will teach from Capital City unless remote work is authorized pursuant to the Assignment and Return Rights Section 1.A below or insufficient space requires an alternative work site.
12. Unit members teaching in independent study will follow all accommodations and modifications specified in student IEPs and Section 504 plans as required by law.
13. Independent study teachers will use Google Classroom and Zoom for web-based interactions with students.
14. To allow for an expeditious transition of students from independent study to in-person instruction if requested consistent with AB 130, unit members teaching in independent study will adhere to the scope and sequence for each grade level or course and teach priority standards.
15. Unit members who provide Special Education services to students enrolled in the independent study program may be required to provide services virtually and/or concurrently to students enrolled in the independent study program consistent with the student's IEP. Any virtual services provided to independent study students will be scheduled during the unit member's regular contract day or consistent with paragraph 9 above.

Support in Preparation for Beginning of Independent Study Program

1. The District will offer voluntary professional development prior to the start of the work year to unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~
2. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. ~~summer per session rate (\$49.98/hour).~~ If there are more volunteers than hours available, hours will be assigned by seniority.

Assignment and Return Rights

1. ~~Within twenty four hours following approval of this MOU, the District shall seek volunteers for full time independent study assignments from existing staff members (other than unit members that provide Special Education services including Specialized Academic Instruction). **Positions will be awarded in order of seniority consistent with the CBA.** If sufficient volunteers are not obtained within two working days of the request for volunteers, the District will hire from outside the District.~~
 - a. ~~Priority consideration will be given to unit members who meet the legal definition of having a disability according to the Americans with Disabilities Act (“ADA”) and/or the Fair Employment and Housing Act (“FEHA”) and for whom remote work has been determined to be a reasonable accommodation.~~
1. **Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations according to the Americans with Disabilities Act (“ADA”) and/or the Fair Employment and Housing Act (“FEHA”) as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.**
2. If student enrollment in independent study declines during the 2021-2022 school year, the District may reassign to another assignment based upon enrollment and staffing needs.
3. For the 2022-2023 school year, unit members who transferred into the independent study program for the 2021-2022 school year shall have the right to return to the teaching assignment they occupied prior to transferring to the independent study program or a comparable teaching assignment **through the District’s regular employee surplus process described in the CBA.**

Short Term Independent Study

In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code **and District policy**, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. ~~In the event a student needs to quarantine, the teacher of record will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher.~~ in the event that students need to quarantine. In the event that extra time is required to provide said instructional material, Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied. **See Continuity of Instruction Proposal**

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SCUSD Council Proposal on Independent Study for the 2021-2022 School Year
August ~~27~~30, 2021, updated October 26, 2021

Miscellaneous Provisions

1. Changes to Law. The parties will comply with changes to any legal requirements for independent study that occur subsequent to this agreement, and will meet and confer regarding implementation of same.
2. Term of Agreement. The parties agree that this MOU shall expire on June 30, 2022, unless extended or modified by mutual written agreement.
3. Violations of this MOU shall be subject to the grievance article in the Collective Bargaining Agreement between the Parties.

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Contact Tracing During Weekends and After Work Hours
2021-2022 School Year

September 16, 2021

Updated October 26, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding providing additional compensation for school nurses conducting Covid-19 contact tracing **working** during weekends and after regular work hours **due to extra duties related to contact tracing.**

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to **work** ~~conduct contact tracing~~ outside of their regularly scheduled hours **due to the increased duties related to contact tracing** will be paid \$150 per hour for this extra work.
2. Hours will be assigned and approved **up to ten hours per week** consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

**COVID-19 Continuity of Instructional Programs
2021-2022 School Year**

September 16, 2021

Updated October 26, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding providing a continuity of learning instructional program that will be implemented should any students, staff, whole classrooms or schools be required to quarantine or be closed by the California Department of Public Health (CDPH) or Sacramento County Department of Public Health (SCPH).

1. **Continuity of Learning and Quarantine and Closures.** The Parties will follow the most current and up-to-date health and safety requirements and orders established by CDPH and SCPH for quarantine of students or staff, closure of classrooms or school sites, in consultation with SCPH.

In order to provide continuity of learning, the District shall have the flexibility to provide in-person instruction and remote instruction for **Short Term** Independent Study simultaneously (hereinafter referred to as “concurrent simultaneous instruction”) as allowable by AB 130, as amended by AB/SB 167, using Google Classroom/and Zoom, with school-based teaching staff monitoring student progress. At any time when a student or staff must quarantine, or District schools or individual classrooms are closed due to a public health order from CDPH or SCPH, the following continuity of learning model will apply.

- A. In cases where a student(s) is quarantined, the classroom teacher shall provide concurrent simultaneous instruction for students physically in attendance and quarantined students **on Short Term Independent Study** as allowed by AB 130, as amended by AB/SB 167, using Google Classroom and Zoom, for a minimum of time as provided for in subsection D below. This concurrent simultaneous remote instruction shall only be provided to students **on Short Term Independent Study, including those** subject to COVID-19 at-home quarantine or isolation due to a positive COVID-19 test.

- B. In cases where an entire class or school is quarantined or physically closed due to a public health order or a natural disaster such as fire, the classroom teacher, or substitute if the classroom teacher is directly affected, shall provide the remote instruction for all students, using Google Classroom/and Zoom, for a minimum of the time provided for in subsection D below.
- C. In cases where the teacher is quarantined at home and not personally sick, the teacher may choose to support the class by providing remote instruction with the assistance of a substitute in-person with the class, or may exercise their right to utilize quarantine leave pursuant to the CBA upon appropriate notification by the teacher to their administrator.
- D. During Continuity of Learning, the teacher shall provide the following:
 - i. Elementary – minimum of three hours synchronous daily instruction for all students *via* Google Meet or Zoom
 - ii. Secondary – a minimum of 30 minutes of synchronous daily instruction in each class period every day for all students *via* Google Meet or Zoom
 - iii. Assignments on Google Classroom
 - iv. Access to digital learning tools and curriculum with monitoring and feedback on progress
 - v. A minimum of two hours of office hours per week, to be scheduled at the discretion of the teacher
 - vi. Approval of all requests from affected students for short term independent study and Written Agreements required for each independent study student
 - vii. In addition to the minimum synchronous daily instruction above, asynchronous minutes required to reach the minimum daily/annual minutes required for Independent Studies under AB 130 and AB/SB 167
 - viii. Documentation and certification of the required independent study instructional minutes, including both the synchronous and asynchronous minutes, including sample student work as required by the Written Agreement pursuant to AB 130 and AB/SB 167
 - ix. Students to be given the opportunity to receive full credit for any make-up work resulting from their absences
 - x. Unit members who provide services to students with disabilities will follow the instructional minute requirements to the extent such requirements do not conflict with a student’s individualized education plan (“IEP”). Teachers will provide special education services and consultation with parents and collaborate with related service providers as needed

2. Collaboration to Improve Student Outcomes

- A. Unit members will continue to collaborate and participate in staff meetings remotely while their classroom or school is temporarily closed.

- B. All necessary adults who supervise and support, teach, or assist in the classroom such as administrators, prep teachers, RSP teachers, and paraprofessionals should be given access as a student to the Google Classroom and Zoom to allow them to perform their duties and support the classroom teacher. Administrators shall be provided with access to observe live on-line platforms. In the interest of mitigating any potential interruptions/disruptions to the instruction, the administrator will notify the unit member prior to the start of school on the day of the visit.
- 3. **Extra Pay.** Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction, or other services to students during short term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.
- 4. **Limited Agreement.** This MOU is not precedent setting. This MOU addresses only the situation of student or staff quarantine, or school or classroom closure during the 2021-2022 school year and does not preclude continued discussions between the District and SCTA on other working conditions.
- 5. **Term of Agreement.** This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Temporarily Assigning Training Specialists to Fill Vacant Teaching Positions in the District

October 26, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding temporarily assigning Training Specialists to Fill Vacant Teaching Positions in the District.

1. The Parties agree that, notwithstanding Article 8 of the Collective Bargaining Agreement between the District and SCTA, the District may temporarily assign Training Specialists to fill vacant positions in the District while the District works to fill vacant positions to ensure that students have fully credentialed teachers teaching them.
2. The District will assign Training Specialists to the District's schools with the highest needs for fully credentialed teachers to fill vacant positions.
3. Training Specialists will be assigned to temporary positions based on their credentials.
4. Training Specialists will not be assigned to cover more than one site per day, except in the event of an emergency, a member may be required to provide supervision/subbing at a second site.
5. This Agreement is not precedent setting.
6. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

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EXHIBIT P

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Extra Hours
2021-2022 School Year

October 26, 2021

SCTA Counter-Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding providing additional compensation for school nurses working extra hours, including conducting Covid-19 contact tracing and other services to students.

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing or other extra work including direct services to students will be paid \$150 per hour for this extra work that extends their hours of work beyond their regular 6-hour work day.
2. Hours will be assigned and approved consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed. Approval will not be unreasonably denied.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Extra Hours
2021-2022 School Year

November 8, 2021

SCTA Counter-Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding providing additional compensation for school nurses working extra hours, including conducting Covid-19 contact tracing and other Covid-related services to students.

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing or other extra work including direct services to students will be paid \$150 per hour for this extra work that extends their hours of work beyond their regular 6-hour work day.
2. Hours will be assigned and approved consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed. Approval will not be unreasonably denied.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____

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EXHIBIT Q

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Extra Hours
2021-2022 School Year

November 8, 2021

District Counter Proposal of November 8, 2021

SCTA Counter-Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding providing additional compensation for school nurses working extra hours, including conducting Covid-19 contact tracing and other Covid-related services to students.

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing or other Covid-related extra work including Covid-related direct services to students will be paid \$150 per hour for this extra work that extends their hours of work beyond their regular 6-hour work day.
2. Additional hours consistent with the above will be assigned and must be pre-approved by the Department Director or designee consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed. Approval will not be unreasonably denied.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

For SCTA:

President
David Fisher

PERB Received
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Date: _____

Date: _____

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EXHIBIT R

**PROPOSED Memorandum of Understanding
Between Sacramento City Unified School District (District)
and
Sacramento City Teachers Association (SCTA)**

November 17, 2021

On October 12, 2021, the Sacramento City Unified School District Board of Education passed [Resolution Number 3233](#), requiring COVID-19 Vaccination for Staff and Students age 12 and older. To preserve the continuity of District operations and protect the health and safety of District employees, students, and the communities the District serves, the District and SCTA hereby agree as follows:

Testing: The District shall provide opportunities for symptomatic and asymptomatic testing each school day for all employees at school sites throughout the District, the Serna Center and other District sites upon department request. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19.

Bargaining unit members will be required to provide proof of vaccination to the District. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Employees will (1) provide a digital copy of their COVID-19 vaccine record, (2) attach a picture of their COVID-19 vaccine card, (3) provide consent to the District's Health Services team to access their immunization record from the CA Immunization Registry. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) on or before November 30, 2021, they will no longer be required to undergo routine COVID-19 testing.

If employees are unable to provide proof of vaccination, they must submit a religious or medical exemption application to Risk Management prior to November 30, 2021. The application can be found here: [Staff medical or religious belief COVID-19 exemption application](#).

Prior to November 30, 2021 [testing opportunities](#) include school site hours and at the Serna Center from 12:30pm – 3:30pm Monday - Friday. If an employee refuses to utilize the testing methods provided by the District, they will be responsible for securing their own COVID-19 testing and submitting their testing records to the District.

Staff who need to receive a first or second dose of a two-dose COVID-19 vaccine can do so by scheduling an appointment at a [SCUSD clinic](#) or other locations found through [MyTurn.ca.gov](https://myturn.ca.gov). SCUSD will need receipt of these records by completing [this online vaccine status reporting form](#) by November 30, 2021.

The District will allow an employee to report to work with a COVID -19 vaccine (first or second dose) after November 30, 2021. Upon the department receiving notification of an employee's failure to be partially or fully vaccinated on or before November 30, 2021, the

Supervisor shall inform the employee that they are not in compliance with the [District vaccine resolution](#).

Non-compliant employees will work with the District to comply with the [resolution](#) and upload their documentation into the District's vaccine portal at <https://www.scusd.edu/vaccinations> or complete the exemption process. If an employee fails to comply with the resolution requirements, this will result in an unpaid leave of absence beginning January 31, 2022. Supervisor's will immediately place an employee on unpaid leave of absence until he/she submits a COVID-19 vaccination record. In addition, an employee's non-compliance may result in corrective action up to and including dismissal.

Confidentiality: The District will take all reasonable efforts to ensure the confidentiality of vaccination information.

Vaccinations: The District shall continue to work with healthcare partners to provide vaccinations at no cost to members of the bargaining unit and provide information regarding additional community clinic opportunities. The District shall also provide booster shots, as available, in the event they are advised to maintain the effectiveness of the vaccine.

This agreement is non-precedent setting.

For the District:

**For Sacramento City Teachers
Association:**

Superintendent
Jorge A. Aguilar

Chapter President
David Fisher

Date: _____

Date: _____

EXHIBIT S

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study
November 30, 2021**

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated August 2, 2021.
2. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. 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.

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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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.

Section II: County Risk Level.

In the event that there is an increase in the County risk level or an outbreak at a school or work site such that the California Department of Public Health, the Sacramento County Department of Public Health or California Department of Occupational Health and Safety (Cal-OSHA) recommend the closure of the District, school site or work site, SCUSD will abide by said recommendation. The District will notify SCTA within twenty-four (24) hours of receipt of the recommendation.

Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. All District staff and students shall be required to be fully vaccinated against COVID by **January 31, 2022**, except those staff or students who have a medical exemption that keeps them from being vaccinated. The District will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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:

B. 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;

C. The District shall 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;

D. 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. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. **Prior to January 31, 2022, and** pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. **Bargaining unit members will be required to provide proof of vaccination to the District by December 15, August 30, 2021.** Bargaining unit members may submit proof of vaccination by going to the District's vaccine

portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after December 15-August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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.

Beginning October 15, 2021, the District shall conduct COVID testing for all students and staff returning to any school or worksite, and shall continue to test all students and staff at least weekly, subject to availability of testing materials and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to 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.

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 daily, with reported confirmed positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. These screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. The District will contract to provide 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.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. 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 will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District’s contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District’s Contact tracing program will be in writing, as set forth in the District’s “Return to Health Plan,” dated August 5, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable

information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
 2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
 3. The District will continue to provide notice to staff, students and families consistent with the notification method that was in place during the 2020-21 school year.
- F. **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.
- G. **Quarantine Leave:** Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

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

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

1. 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.
2. 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.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing will be maintained at all times.

B. Face masks and Cloth Face Coverings

1. 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. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.
2. All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. . 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.).
3. 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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided

that a medical recommendation is made for a student not wearing a mask.

C. Sanitation Stations

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.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksites will receive monthly deliveries of supplies, and on-demand as requested.

G. Ventilation and Filtration: 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. 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.

1. On or before September 2, 2021, and thereafter when any change occurs, SCUSD Facilities Director or other appropriate person or 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 are placed. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.
2. 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.

3. 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.
4. 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.
5. Effective September 2, 2021, 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 will retain a qualified 3rd party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors.
6. The District has retained a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current “Cleaning and Disinfecting your Facility,” <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”. The District’s cleaning and disinfecting plans shall be as set forth in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium

hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section XI COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

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).

In addition, the District recognizes that for many staff, the pandemic has created significant child care issues. In an effort to provide some support, the District will create five regional child-care centers for staff throughout the District.

Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. Students with disabilities will be offered the independent study instructional model the same as general educational students.

For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

A. Traditional In-Person Instruction:

1. The parties will implement a traditional, in-person instructional model.

2. In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized ~~method of student/parent agreement form that can help to expedite the administrative set-up of short-term independent instruction, as well as~~ documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students. ~~[Need to hear district feedback on coordinating the non-traditional independent study at the school site, rather than at Cap City.]~~

a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school. During the 2021-22 school year,** students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning. For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplussing, subject to the provisions of the Collective Bargaining Agreement.
- ii. **Maintenance of Staff at Home School:** The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will continue to be counted in the enrollment numbers of the home school for staffing purposes.
- iii. **Filling of Non-traditional Independent Study Positions:** Within twenty-four (24) hours following the approval of this MOU, the District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.
- iv. **Cap City Staffing:** Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.
- v. The District will offer voluntary professional development **prior to the start of the work year to** unit members teaching in independent study to support their work during the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.
- vi. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with

parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

~~vi-vii.~~ In addition to staff who are assigned to Capital City, teachers at any site may voluntarily provide virtual instruction in their current teaching and credentialed subject area and shall be provided per diem compensation at their contract hourly rate for eight (8) hours each week for students that are enrolled at Cap City. Such teachers shall be assigned no more than 10 students. Teachers shall provide any required daily live interaction and/or synchronous instruction (up to one [1] hour, based on grade level) consistent with AB 130 either individually or in a group setting as necessary to meet the needs of their individual students. The additional time (minimum of three hours) shall be teachers' prep time. Teachers shall use Google Classroom related to providing virtual instruction, and are responsible for assignments, assessment, attendance, grading, and parent communication. Teachers shall be supervised by Cap City administration relating to this independent study related work. The number of such per diem positions and length of service shall be as [as determined by the parties] based upon the District's needs through the end of the 2021-2022 school year. If there are more teachers who are interested in volunteering for such extra work than the work available, teachers shall be selected by seniority.

~~D. School and or Regionally-based Independent Study Teams: To provide both non-concurrent Independent Study/Distance Learning, the District and SCTA will convene an Independent Study Work Group on Monday, August 30, 2021, to jointly develop site or regionally-based Independent Study Instructional teams, administered through Cap City. Based on the number of students who have expressed interest in Independent Study, as well as the credentialing requirements, staff availability or other relevant factors, the parties will jointly develop the Independent Study Instruction teams with the goal of maintaining, to the extent possible, the connection of students to their home school.~~

Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

Section XIV. Indemnity Clause: This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure.

Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation pro

PERB Received
12/10/21 16:55 PM

EXHIBIT T

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU Substitute Pay & Extra Work
2021-2022 School Year

SCTA Proposal, November 30, 2021

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding the recruitment and retention of extra pay for substitutes working in the District during 2021-2022 school year, extra work for certificated staff, and for providing transparency regarding the use of substitutes, and the combining of classes.

1. The District will pay assigned substitutes who work in the District during the 2021-2022 school year an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Substitute teachers working in long term positions at their daily contracted rate will not earn less than Step 2. Regular processes for obtaining substitutes shall be followed.
2. The District will increase the salary schedules for certificated bargaining unit members so that all employees on K-12 Salary Schedule, Column A, Step 1 will be equal to the Step 2 rate for substitutes. All other step and columns in all other salary schedules will be adjusted accordingly.
3. Substituting on Prep, Free Period or Out-of-Regular Assignment. For secondary school staff filling in and for a colleague who voluntarily accept an assignment to teach an extra period or voluntarily accept an out-of-regular assignment, the District will pay an additional 25% over the bargaining unit member's regular contractual hourly rate of pay for all time worked related to this work, current CBA rate per Article 12.12.1. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet. In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five (5) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay plus an additional 25%.
4. The District will also compensate special education certificated staff for their extra work. Special education certificated staff who voluntarily agree to accept additional students on their caseload shall receive an additional twenty-five percent (25%) over and above the

higher rate set forth in Section 17.6.1 (k) of the collective bargaining agreement regarding caseload maximums.

5. In addition to 3 days of sick leave provided for Substitute teachers, the district will provide an additional 14 days of paid sick leave for any substitute teacher who tests positive, is experiencing COVID symptoms or is required to quarantine.
6. When calculating differential pay for bargaining unit members, the District shall use the 2020-21 substitute rates for all unit members.
7. The District will create fifty (50) full-time benefited substitute positions. Positions will be awarded according to the provisions of the collective bargaining agreement. Benefited substitutes will be employed for each instructional day of the school year, although their work site may vary based on staffing needs.
8. The district will make all efforts to reach out to prior substitute teachers who were removed from the substitute list in the summer of 2021 and upon request, immediately reinstate them to the substitute list.
9. In the event that AB 167 is signed, Teachers holding a substitute teaching credential may be assigned, when necessary, to serve in an assignment for up to 60 cumulative days for any one assignment until July 2022. The district will work with SCTA to support eligible and interested substitute teachers to acquire their Career Substitute Permit.
10. No bargaining unit member shall be required to teach a combined class. Bargaining unit members who voluntarily agree to teach combined classes will be compensated for \$100 per hour for the time worked instructing the combined class, times the number of classes combined over and above the bargaining unit members current assignment.
11. The District will notify parents or guardians of affected students when unfilled teaching vacancies are filled by substitute teachers.
12. The District will notify parents or guardians of affected students when classes have been combined.
13. This MOU ~~e above increased substitute rates~~ will be applied retroactively to the first day of school in the year of 2021-2022.

~~2. Term of Agreement. This MOU is non-precedent setting. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.~~

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____

Sacramento City Teachers Association (SCTA)
Proposal to the Sacramento City Unified School District (SCUSD) to Address the Staffing Crisis

November 30, 2021

Every Sac City student deserves to have a regularly assigned, fully credential teacher who reflects the diversity of the District. Students also deserve to receive services from a full complement of professional support staff.

To address the staffing crisis in SCUSD, SCTA proposes four interrelated responses:

1. An overall solution to recruiting and retaining staff presently and for the sustainable future;
 - a. The District will drop the takeaways and work with SCTA to make SCUSD a Destination District for students and staff;
 - b. An across-the-board wage increase and increased pay for harder to recruit positions: (SCTA contract extension proposal);
 - c. No layoffs for 2021-22;
 - d. Lower class sizes and more services for students (SCTA Proposal on Article 17, Class Size);
 - f. MTSS appropriately implemented and resourced (SCTA Proposal on Whole Child and Restorative Practices)
 - g. Creation of a Recruitment & Retention Committee
 - h. Jointly develop proposal for State Community Schools Funding Grant in two phases, Planning Grant Application, Spring 2022; Implementation Grant Application, Spring 2023)
2. Providing a safe and healthy work environment during the pandemic (Revised November 30, 2021 SCTA Health & Safety Proposal; SCTA Proposal on School Nurses)
3. Addressing the immediate shortage of substitute teachers and additional work (Revised November 30, 2021 Proposal on Substitutes and Extra Work)
4. Addressing the immediate crisis in staffing Independent Study (Incorporated into Revised November 30, 2021 SCTA Health & Safety Proposal).

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses ~~Extra Contact Tracing During Weekends and After Work Hours~~
2021-2022 School Year

~~September 16, 2021~~

November 8, 2021

SCTA Counter-Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding providing additional compensation for school nurses working extra hours, including conducting Covid-19 contact tracing and other Covid-related services to students. ~~during weekends and after regular work hours.~~

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing or other Covid-related ? extra work including direct services to students outside of their regularly scheduled hours will be paid \$150 per hour for this extra work that extends their hours of work beyond their regular 6-hour work day.
2. Hours will be assigned and approved consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed. Approval will not be unreasonably denied.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:

Superintendent
Jorge A. Aguilar

For SCTA:

President
David Fisher

PERB Received
12/10/21 16:55 PM

Date: _____

Date: _____

PERB Received
12/10/21 16:55 PM

EXHIBIT U

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU Substitute Pay
2021-2022 School Year

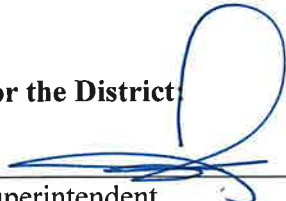
September 16, 2021 (Revised Proposal)

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding extra pay for substitutes working in the District during 2021-2022 school year.

1. The District will pay assigned substitutes who work in the District during the 2021-2022 school year an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Regular processes for obtaining substitutes shall be followed.
2. Substituting on Prep Period. For secondary school staff filling in for a colleague, the District will pay an additional 25% over the current CBA rate per Article 12.12.1.
3. The above increased substitute rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. Term of Agreement. This MOU is non-precedent setting. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:



Superintendent
Jorge A. Aguilar

Date: 10/27/21

For SCTA:

President
David Fisher

Date: _____