

SCTA Counter Proposal to SCUSD District Counter Proposal to SCTA

February 9, 2021 at 7:08 p.m. [Updated as of February 11, 2021]

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

February 9, 2021 [Updated as of February 11, 2021]

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This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento City Teachers Association (“SCTA”), collectively “the Parties” regarding in-person special education assessments while the District is in a distance learning model.

1. The District is responsible for providing Special Education assessments as required by state and federal law.
2. Legally required special education assessments that cannot be effectively, reliably, or otherwise conducted virtually will be provided in-person on a one-to-one basis, that is, one teacher or service provider and one student, unless a student’s needs specifically requires an additional staff person.
3. Staffing may include a teacher/service provider, and including but not limited to program specialist, school psychologist, school nurse, school social worker, speech therapist, behavior specialist.
4. Participation by District employees represented by SCTA shall be on a voluntary basis. If there is an insufficient number of qualified unit member volunteers available to conduct the required, in-person special education assessments set forth in #2, above, to conduct in-person special education assessments to meet the District’s goal of completing 20% of overdue assessments from the date of this agreement through July 1, 2021 per month, the District may seek outside contractors or retirees to conduct the in-person assessments. The District will provide SCTA with the number of outside contractors or retirees hired to conduct such in-person assessments, and any and written agreements between the District and such service providers. Additionally, the use of outside contractors or retirees in this extraordinary, temporary situation, shall not constitute a waiver of the District’s prior agreement dated October 24, 2018 with SCTA that prohibits subcontracting of bargaining unit work; with the written, expressed approval of SCTA.
5. Participating SCTA-represented employees who commence providing assessment may elect to withdraw from participation. Employees who withdraw will be encouraged required, absent extraordinary circumstances, to provide at least 48-hour notice to the District prior to withdrawing.
6. In-person assessment will be conducted during the regular work hours of the employee and the operational hours of the Testing, Adjusting and Balancing (TAB) certified, District facility and room or area where the assessment is scheduled to take place. The District

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agrees to adjust the workload for those staff who are conducting the assessments during regular hours to accommodate the extra time required to conduct the assessments.

7. In order to minimize the disruption to student instruction **and meet the District's goal of completing 20% of overdue assessments**, the District will authorize, as needed, additional hours outside of the employee's workday (up to a total of **two hours per day ten hours per week for full-time employees**) to conduct assessments of students with disabilities, write IEP reports and complete other IEP paperwork, **effective upon the execution of this agreement**. Such additional hours will be paid at the employee's **Daily Hourly Contractual Rate**. **For purposes of this paragraph, the employees eligible for additional hours are: Psychologists; Language, Speech, and Hearing Specialists; Behavior Intervention Specialists; School Nurses; Program Specialists; and Special Education Teachers.**
8. In-person Special Education assessments will occur only by appointment.
9. For assessments conducted outside of the employee's regular workday, if the scheduled student is absent without providing at least a six-hour notice, the SCTA-represented employee shall be paid for assessing another available student or for completing assessment reports.
10. In-person assessment will occur either outdoors (when confidentiality can be maintained) or in an approved room or area with sufficient space for full compliance with state and county health and safety guidelines and agreed-upon social distance protocols and appropriate ventilation, air filtration and air circulation. Standards for classrooms to be approved for in-person Special Education assessments are set forth below.
11. ~~To address the increased workload and to reduce the backlog of overdue Special Education assessment SCTA-represented certificated staff working with Special Education students, each SCTA-represented certificated staff whose workload increased because of the challenges posed by the pandemic and distance learning shall be compensated for those hours worked over their regular work day beginning with the first day of school, August 31, 2020 and continuing through the period of distance learning. Hours shall be submitted to their site administrator for approval. The hours will be paid according to each employee's Daily Contractual Rate.~~
12. Within ten (10) days of the execution of this agreement, each group of professionals (i.e. Psychologists, Speech Specialists, Behavior Intervention Specialists, School Nurses, Social Workers, Special Education Teachers, and other affected job classifications) who may be conducting in-person assessments under these circumstances, will ~~use~~ ~~be~~ ~~have~~ existing paid time provided by the Collective Bargaining Agreement designated to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies. This will include consideration of assessments that are conducted virtually.
13. The District will provide ~~the~~ needed assessment supplies and materials to provide appropriate and safe virtual and in-person special education assessments. This may include alternative tools or technologies to facilitate social distancing as appropriate to each discipline; separate testing materials to eliminate cross contamination; and additional test kits, ~~smartboards~~, and other materials.
14. The District will commence in-person special education assessments only in those classrooms or other alternative spaces that meet the Safety Standards set forth below. **The**

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assessments may be provided in locations other than the home school of the student if a classroom or workspace that meets the Safety Standards set forth below is not available at the student's home school.

Expansion of sites and classrooms for assessments will occur based on student need and safe work space availability according to the provisions below.

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

In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health and the Sacramento County Department of Public Health (SCDPH) regarding school re-openings, in-person Special Education assessments may commence when the following health and safety conditions and protections have been met and verified:

A. ~~COVID Testing, Daily Screening, Contact Tracing:~~

- ~~1. Before students return to school sites for in-person assessments, the District shall provide COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free COVID testing available to students and staff during normal work hours with every effort made to ensure result turnaround time within forty-eight (48) hours of testing. The District shall continue testing students and staff at least every two (2) weeks. Non-District staff shall be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel. The District shall also adhere to Cal-OSHA testing requirements during an "outbreak" (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14 day period) and a "major outbreak" (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak, and immediate testing and twice weekly testing for employees during a major outbreak, among other measures.~~

2. COVID TESTING. Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore we must maintain all other public health mitigation strategies already in practice.
Before students return to school sites for in-person assessments, the District shall provide voluntary COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary COVID testing available to students and staff during normal work hours with every effort made to ensure result turnaround time within forty-eight (48) hours of testing. In alignment with the CDPH School Guidance outlining testing cadences, the District shall continue testing students and staff at least every two (2) weeks while Sacramento County remains in the red tier or higher. Non-District staff shall be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel. The District shall also adhere to CDPH School Guidance and Cal-OSHA testing requirements during an "outbreak" (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a "major outbreak" (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak,

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and immediate testing and twice weekly testing for employees during a major outbreak, among other measures. Symptomatic and response testing will be provided as needed or indicated.

- 3.
4. Contact Tracing. In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.
5. Daily Health Screening. Site-based, daily screenings will be ~~provided~~ verified by identified staff trained in screening protocols, school nurses or other agreed-upon trained professionals who volunteer for such duties.

B. Facility Health and Safety Protections

Special Education in-person assessments may commence in those classrooms or occupied areas that are:

1. currently equipped with a centralized HVAC system that provide air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. Currently equipped with a centralized HVAC system that provide air filtration with a minimum efficiency reporting value (MERV) of 8, AND, portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.

In both circumstances, occupied areas shall be equipped with carbon dioxide monitors, according to the provisions of AB 841, section 1625. The monitor will provide carbon dioxide readings to the teacher, and an indicator light or alert system when the carbon dioxide level in a classroom or occupied area has exceeded 1,100 ppm.

~~The District will not use the UDVI portable units in any area where bargaining unit work.~~

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

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

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The District agrees that the availability of school sites to provide in-person Special Education assessment will address the inequities that exist in the SCUSD system, and that school sites will be located throughout the district, with a particular emphasis on those schools with the highest concentration of students with the greatest need. The District further agrees to address the inequities created by the varying transportation requirements of students with special needs.

Before a school site receives approval to host in-person Special Education assessments, the District will comply with the following “Ventilation and Energy Efficiency Verification/Repair Program” set forth by the National Energy Management Institute and the UC Davis Energy and Efficiency Institute, White Paper Version 3 (September 1, 2020). The District agrees that the availability of school sites to provide in-person Special Education assessment will address the inequities that exist in the SCUSD system, and that school sites will be located throughout the district, with a particular emphasis on those schools with the highest concentration of students with the greatest need. The District further agrees to address the inequities created by the varying transportation requirements of students with special needs. The District will develop a dashboard, modeled on the one in use by the San Francisco Unified School District, to provide a transparent overview of the readiness of each school site to resume in-person instruction.

Verification will be certified by UC Davis’s Theresa Pistochini or other agreed-upon expert, and will include the following:

- (1) the District will assess, maintain, adjust, and, if necessary, repair existing heating, ventilation and air conditioning (HVAC) systems to verify proper and efficient operation, as well as compliance with health and safety standards;
- (2) the District will install carbon dioxide (CO₂) sensors in classrooms to verify that proper ventilation is maintained throughout the school year; and
- (3) the District will prepare an HVAC Assessment Report documenting the work performed and identifying any additional system balancing, upgrades, replacements or other measures recommended to improve the health, safety, and/or efficiency of the HVAC system.

SCUSD will also continue to work in collaboration with SCPH Public Health Nurses assigned to the Schools Team, who are available to conduct educational site visits at schools to provide technical assistance on safer operating procedures.

In addition to the state and local guidance on school reopening (see CDPH Consolidated Schools Guidance dated January 14, 2021 at pp 23-24), and though not required, the District has taken additional measures and will continue to go above and beyond the federal, state, and local requirements, including concerning HVAC and ventilation standards. See SCPH FAQ at page 28. In this regard, and consistent with the SCPH FAQ, the District is following all American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) guidance for ventilation and filtration to help mitigate COVID-19. That includes the following:

- Fully opening up the outside air dampeners on all HVAC to increase airflow;
- All units have been reprogrammed to continuously run with doors and windows open;
- All units will have the highest MERV-rated filter the equipment has been designed to use;
and
- Filter changes will take place three times rather than the typical once a year to ensure the best operation of the HVAC units.

The District will work with a third party qualified consultant to conduct a COVID-19 readiness assessment and preparedness evaluation of District sites. The consultant will conduct a review and issue reports on all District sites and classrooms to address their readiness for reopening. This readiness assessment will include:

- Facilities Assessment/HVAC;
- Space Planning; and
- Signage and Wayfinding/Asset Management. Consultant will assess, adjust, and, if necessary, repair existing heating, ventilation and air conditioning (HVAC) systems to verify proper and efficient operation, as well as compliance with health and safety standards.

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.

C. Participant Protections:

The **District's Return to Health Guidelines following participant protections** will be followed at all times and updates following new state and local guidance will be provided to community and labor partners. **Some of the key specific elements of the Return to Health Guidelines for the purposes of one-to-one assessments are listed below:**

1. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus ~~that has been mutually approved for in-person Special Assessments.~~
2. All students, staff and parents/guardians are required to use face coverings at all times.
3. If a child refuses to keep a mask or face coverings on when testing, ~~an administrator or administrative designee will remove the student and call the family.~~ The assessor will reschedule the assessment. In situations where a student is not able to wear a face covering due to a developmental delay, medical condition, mental health condition or disability, each individual student's needs will be considered in consultation with their health provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all

participants. If a medical recommendation is made for a student not wearing a mask, the assessment shall be provided using staff PPE, such as a face covering and face shield.

4. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation, ~~and at least ten (10) feet separation when possible.~~
5. Hand sanitizer will be provided for all staff, students and parents/guardians.
6. Each facility will have a pre-designated drop-off and pick-up location for students.
7. Each classroom will be sanitized on at least a daily basis, and after each assessment.
8. Individuals may wear a face covering of their own choosing that meets the guidelines, however face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student with mutually-approved Face Coverings sufficient to accommodate the specific assessment being administered.
9. Face Shields will be provided for staff and student upon the request of the staff person or student.
10. Classrooms will be equipped with Plexiglass barriers and/or shields.
11. The District will provide hand sanitizer or hand washing stations at each location, as well as disinfectant which may be wipes or spray.
12. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper) ~~so that materials will only be used once per day.~~ The District will sanitize materials after each use as necessary.
13. Students and parents will be directed to use the public restrooms.

This MOU addresses only the in-person Special Education assessments set forth in this MOU for the 2020-21 school year and does not preclude continued discussion between the District and SCTA on additional in-person assessments and other working conditions related to the reopening of schools.

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