

SCTA Proposal to SCUSD
October 23, 2020

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

October 23, 2020

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 in-person special education assessments will be provided on a one-to-one basis, that is, one teacher or service provider and one student.
3. Staffing may include a teacher/service provider.
4. Participation by District employees represented by SCTA shall be on a voluntary basis.
5. Participating SCTA-represented employees who commence providing assessment may elect to withdraw from participation. Employees who withdraw will be encouraged to at least 48-hour notice to the District prior to withdrawing.
6. In-person assessment will be provided during the regular work hours of the employee and the operational hours of the jointly-approved District facility. The District agrees to adjust the workload for those staff who are conducting the assessments during regular hours to accommodate the extra time required to conduct the assessments.
7. As needed, the District may offer additional hours outside of the employee’s workday to conduct assessments on a voluntary basis. Such additional hours will be paid at the employee’s Daily Contractual Rate.
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 (where possible) or in a classroom with sufficient space for full compliance with agreed-upon social distance protocols and adequate 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 has been increased because of the challenges posed by the pandemic and distance learning will receive an additional two hours of pay for each instructional day, beginning with the first day of school, August 31, 2020 and continuing through the period of distance learning. 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 volunteering to conduct in-person assessments under these circumstances, will be given paid time to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies.
13. The District will provide an adequate and appropriate amount of the needed assessment supplies and materials to provide appropriate and safe in-person special education assessments. This may include alternative tools or technologies to facilitate social distancing as appropriate to discipline; separate testing materials to eliminate cross contamination; and additional test kits, smartboards, and other materials.
14. The first group of assessments that will occur under this agreement will be the backlogged initial assessments, followed by new initial assessments, that cannot otherwise be accomplished through a virtual setting. After the completion of these assessments, the parties will work to expand the scope of assessments.

In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health 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. The District and SCTA will mutually-develop student, staff and family testing and daily screening processes based on recommendation, review and approved verification from Dr. Robert Harrison, MD, MPH at the University of California San Francisco Occupational and Environmental Medicine Department, Laura Kurre, California Teachers Association Health and Safety Coordinator, and a representative from the Sacramento County Department of Public Health. [Dr. Harrison has worked extensively on COVID-19 testing, including leading large-scale testing operations in California. He also teaches about surveillance testing. He is the author of numerous publications in the area of occupational medicine.]
 2. In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.
 3. The District will ensure that the testing capacity based on the recommendations from Dr. Harrison et al are in place prior to the commencement of in-person Special Education assessments.
 4. Site-based, daily screenings will be provided by school nurses or other agreed-upon trained medical professionals who volunteer for such duties.

5. The parties agree to meet jointly with Kaiser, HealthNet and the Sacramento County Department of Public Health to coordinate the financing, availability and locations for implementing the testing protocols referenced in Section A, Paragraph 1, above.

B. Facility Health and Safety Protections

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.

C. Participant Protections:

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 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. If parents provide a medical recommendation for a student not wearing a mask, the assessment shall be provided using staff PPE.
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. 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 shields.
11. The District will provide hand sanitizer and hand washing stations at each location.
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.
13. Students and parents will be directed to use the public restroom.

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

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