

SCTA Counter Proposal to SCUSD

~~January 27, 2021,~~

Proposed Memorandum of Understanding

Between

Sacramento City Unified School District (SCUSD)

&

Sacramento City Teachers Association (SCTA)

Special Education Assessments While in a Distance Learning Model

~~January 27, 2021~~

~~District Counter-Proposal~~

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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 require otherwise.
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 members volunteers available to conduct the required, in-person special education assessments set forth in #2, above, volunteers to conduct in-person special education assessments to meet the District’s threshold of completing 20% of overdue assessments per month the District may seek outside contractors or retirees to conduct the in-person assessments, ~~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 required ~~encouraged~~ 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 ~~jointly approved~~ District facility where the assessment is scheduled to take place. 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. ~~In order to minimize the disruption to student instruction, the District will authorize, as needed, additional hours outside of the employee’s workday to conduct assessments, write reports and complete other IEP paperwork.~~ The District will offer additional hours in

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writing based on the administration's determination that such is necessary in order to complete assessments. 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 (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, including 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. In-Person meetings will follow the most current state and county guidelines as incorporated in the Return to Health guidelines – most specifically the steps outlined in the District's, "Essential Meetings at Work Sites" at page 23. 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 conducting in-person assessments under these circumstances, will use existing paid time provided by the Collective Bargaining Agreement designated to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies, including, 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 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. 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 assessments may be provided in locations other than the home school of the student. Expansion of sites and classrooms for assessments will occur based on student need and safe work space availability according to the provisions below.

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

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

- ~~1. 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.] 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.~~

~~**[See Prior Counter-Proposal of November 20, 2020, Discussed on December 4, 2020 attached]**~~

- ~~2. 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.~~
- ~~3. Site-based, daily screenings will be provided by school nurses or other agreed upon trained medical professionals who volunteer for such duties.~~

~~B. Facility Health and Safety Protections~~

Deleted: Before a school site receives approval to host in-person Special Education assessments, the District will comply with the following

~~**[See Prior Counter-Proposal of November 20, 2020, Discussed on December 4, 2020 attached]**~~

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

- ~~1. currently equipped with a centralized HVAC system that air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or~~

~~2. Currently equipped with a centralized HVAC system that 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 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.~~

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~~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.~~

~~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.~~

~~[See Prior Counter-Proposal of November 20, 2020, Discussed on December 4, 2020 attached]~~

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 wear face coverings at all times.~~
- ~~3. If a child refuses to keep a mask or face covering on when testing, an administrator or~~

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Deleted: 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.

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- (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.

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 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 parents provides a medical recommendation for a student not wearing a mask, the assessment shall be provided using staff PPE, including but not limited to face covering and face shield.

4. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation, and at least ten (10) feet separation when possible.
5. Hand sanitizer will be provided for all staff, students and parents/guardians.
6. Each facility will have a pre-designated drop-off and pick-up location for students.
7. Each classroom will be sanitized on at least a daily basis, and after each assessment.
8. Individuals may wear a face covering of their own choosing that meets the state and county guidelines, however, face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student 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, as well as disinfectant, which may be wipes or sprays.
12. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper) so that materials will only be used once per day. The District will sanitize materials after each use.
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.