

**SACRAMENTO CITY TEACHERS ASSOCIATION  
PROPOSED MEMORANDUM OF UNDERSTANDING  
Between  
Sacramento City Unified School District (SCUSD)  
&  
Sacramento City Teachers Association (SCTA)**

MOU- COVID-19 Instructional Programs—Distance Learning  
2020-2021 School Year

August 6, 2020

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 distance learning instructional program that will be implemented as the Sac City schools start school for the 2020-2021 School Year.

At any time when the District’s schools are in the full distance learning model the following will apply.

**A. Distance Learning Defined**

Consistent with SB 98, Distance Learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to:

1. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
2. Video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
3. The use of print materials incorporating assignments that are the subject of written or oral feedback.

Components of Distance Learning shall include:

1. Adherence to the requirements of Senate Bill 98 (SB 98).
2. Daily attendance taken for each period/class session.
3. A combination of synchronous and asynchronous instruction.
4. Recognition and time investment in Social and Emotional Learning (SEL)

Pursuant to Senate Bill 98, online learning may include the use of print materials incorporating assignments that are the subject of written or oral feedback. School site administration shall ensure that copies of printed materials are made for students to support the online instructional program of unit members, when necessary.

## **B. Instruction Defined:**

1. **Synchronous instruction** shall be defined as a student or group of students engaged in learning at the same time using technology that allows the teacher and the student to connect in real-time to deliver:
  - a. Timely actionable feedback to students
  - b. Direct instruction to students through video conferencing
  - c. Teacher guided peer-to-peer learning
  - d. Whole-group or small group instruction

Examples of Synchronous instruction are provided in Appendix A.

2. **Asynchronous instruction** shall be defined as:
  - a. Learning done on students' own time or schedule
  - b. Students work independently.
  - c. Self-guided instructional modules.
  - d. Pre-recorded lessons.
  - e. Discussions, email or chats that are not occurring in real time.

Examples of Asynchronous instruction are provided in Appendix A.

## **C. Instructional Day for Students**

1. Consistent with SB 98, the instructional day for students for the 2020-21 school year shall be:
  - a. 180 instructional minutes in kindergarten.
  - b. 230 instructional minutes in grades 1 to 3, inclusive.
  - c. 240 instructional minutes in grades 4 to 12, inclusive.
  - d. 180 instructional minutes for students in grades 11 and 12 that are also enrolled part time in classes of the California State University or the University of California for which academic credit will be provided upon satisfactory completion of enrolled courses.
  - e. 180 instructional minutes for any student who is also a special part-time student enrolled in a community college under and who will receive academic credit upon satisfactory completion of enrolled courses.
  - f. 180 instructional minutes for students enrolled in a continuation high school.

[The District has made no specific proposal related to Child Development. SCTA is in the process of developing a proposal.]

- The instructional minutes may be either synchronous, asynchronous or independent work, according the table below:

<b>Grade Level</b>	<b>State Minimum for Daily Instruction</b>	<b>Minimum of Synchronous Minutes Student Receives</b>	<b>Approximate Number of Asynchronous Minutes for Students</b>
TK/K	180	90	90
1-3	230	110	120
4-6	240	120	120
Secondary	240	120	120

- Special Education schedules shall follow the daily schedule for general education classroom teachers at their grade band. Teachers will provide special education services and consultation with parents and collaborate with related service providers as needed. Hours of synchronous and asynchronous instruction will not exceed hours expected of general education teachers. Prep time will be no less than the general educator’s prep time.

**D. Student Curriculum**

- Teachers shall exercise their professional judgment to determine the means and method for providing distance learning based on available instruction materials, including curriculum, and their students’ ability to access the curriculum. While engaged in distance learning/teaching, unit members will plan their courses and plan for modifications to ensure the best possible continuity of instruction taking into account the changed access for students and teachers. When possible, classroom teachers will emphasize the essential standards typically taught in that time period. Unit members will use the Universal Design for Learning [need to define] and develop innovative activities to support teaching modalities that meet student needs.
- [Curriculum upgrades. As previously discussed, SCTA proposes to discuss the need to provide additional access and upgrades to various curriculum and instructional programs.]
- In planning and delivering instruction, bargaining unit members may elect to access and use the scope and sequencing strategies contained in the District’s scope and sequencing guidelines attached as Appendix B.

**E. Student Assessments:**

Consistent with the Testing MOU signed between the parties on November 30, 2016, the parties will jointly develop the district initiated/district wide student assessments for 2020-21 to identify specific areas where instruction or intervention may be needed to improve student learning.

This agreement does not prohibit any individual student assessment requested by a parent or an assessment specifically and unambiguously mandated by state or federal law.

Unit members will develop formative and progress monitoring assessments through their lessons and will provide actionable information about student's learning status relative to the desired lesson goal. Staff will use data from assessment to adjust their instruction, identify those in need of further intervention and enrichment and ensure student progress toward learning goals.

Unit members may use the resources and tools outlined in the [California Department of Education's \("CDE"\) Guidance of Diagnostic and Formative Assessments](#) when developing policies and procedures for implementing diagnostic assessments, formative assessments, and summative assessments.

#### **F. Student Interventions:**

The District will provide **interventions** [need to discuss in the context of SCTA's MTSS proposal, and the Referral process in a distance learning environment] for students as necessary, and such interventions may include sessions with an intervention provider or specialist through video conferencing, scaffolding for specific task assignments, pre-highlighted texts, more frequent feed-back and check-ins, time-management supports, or maintaining a daily agenda.

[SCTA MTSS proposal, Referral Process]

#### **G. Serving Students with Special Needs During Distance Learning**

1. In addition to the other requirements outlined throughout this agreement, the District is required to provide a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and therefore agrees to do the following:
  - a. Provide required instructional minutes as set forth above and consistent with each student's IEP.
  - b. Work with each family and student through the IEP process to determine what FAPE looks like for each student and family during COVID-19, which may require changes to the IEP developed pre- COVID-19.

- c. Make required changes to each student's IEP to address the duration and overarching changes to education delivery and contingency plan for pivoting in and out of distance learning.
  - d. Use the District's models for all students as the basis for establishing FAPE.
  - e. Ensure children with disabilities are included in all offerings of school education models by using the IEP process to customize educational opportunities and provide supports when necessary.
  - f. Use annual IEP to plan for traditional school year and while not required, include distance learning plans or addendums, where necessary, to address distance learning needs during immediate or future school site closures.
2. Students with disabilities will be offered continuity of learning through a variety of distance learning resources, as appropriate.
3. The District shall be responsible for providing notice to parents of students with IEPs regarding addendum/amendments to a student's IEP.
4. Consistent with the collective bargaining agreement, teachers shall participate in IEP meetings in accordance with the requirements set forth in IDEA [CFR 300.321 Individualized Education Plan (IEP Team)]. Site administrators will provide release time during the school contract day or compensate teachers at their contracted hourly rate for IEPs held before or after the contracted day.
5. Special education teachers/case managers will work collaboratively with core content teachers to accommodate or adapt lessons to meet the needs of students in a distance learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP and the recommendations identified by the administration.
6. Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed by students at home, as appropriate, to provide students with the opportunity to work on specific skill areas to provide educational benefit, maintain current progress, and prevent regression towards identified goals.
7. Virtual tools (compliant with Americans with Disabilities Act standards) and virtual assessments will be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP, to the extent allowed by law.
8. The Parties agree to meet at the request of either party to discuss implementing guidance from the California Department of Education and/or United States Department of Education in order to ensure that the District provides equitable and appropriate education for students with special needs.

## **H. Split Classes**

There shall be no split classes.

### **I. Collaboration to Improve Student Outcomes**

1. Unit members will collaborate while they are engaged in distance learning using virtual meetings.
2. Consistent with section 5.11 of the Collective Bargaining Agreement (CBA), unit members will collaborate while engaged in the distance learning plan. It is expected any collaboration meetings will be conducted via electronic platforms or in a manner consistent with the then-current directives and our guidance from city, county, or state officials.
3. Consistent with section 5.10 of the CBA, Directors, principals, or designees will schedule virtual staff meetings for purposes, of including, but not limited to, facilitating and implementing distance learning. The day and time for the staff meeting will remain as stated in the CBA.

### **J. Professional Development**

[SCTA proposes to discuss the Professional Development needs of staff, including but not limited to:

1. Mandatory implicit bias training (as previously proposed).
2. Extra paid days at the beginning of the year versus multiple partial days commencing on September 3.
3. The science behind COVID and its social and emotional impacts.
4. Educating through Zoom and other online platforms
5. Special Education IEP distance learning procedures and service training
6. Google Classrooms
7. Access and use of expanded educational toolbox.
8. Providing professional development with captioning and ASL interpretation embedded in the training videos.]

### **K. Monitoring Student Engagement and Attendance**

1. Consistent with [Education Code section 43504](#), unit members will monitor student engagement and attendance as follows:
  - a. [need clarification] Track daily participation for each student on each school day for which distance learning is provided using the tracking system determined by the District. Daily participation may include participation in online activities, completion of regular assignments, completion of assessments, and **contacts between employees and students or parents**. This daily tracking shall be integrated into the daily instruction, and shall not require a separate entry.

- b. For students who are not engaged in distance learning, unit members notify their principal for appropriate follow-up.
2. Unit members will regularly communicate with parents/guardians regarding students' academic progress.

#### **L. Communication**

1. Unit members will check their District email daily during the regular work week and respond in a timely manner to parents and students during the regular work week and during contracted work hours. District administrators will respond to staff in a timely manner.
2. Unit members will not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
3. Unit members will participate in a virtual back to school event (synchronous or asynchronous) for parents and guardians to share important updates about their class, expectations for students, critical dates, and student activities.

#### **M. Grading and Feedback to Students During Distance Learning**

Grades will be assigned based on teacher discretion pursuant to Ed Code and SCUSD board policy [This item needs further discussion and clarification. The District's currently grading policy is not clear, including the outcome of students of who are unable or do not participate in distance learning.]

#### **N. Evaluation, Support, and Feedback to Employees During Distance Learning**

For the 2020-2021 school year, evaluation of unit members shall be limited to non-permanent employees (provisional and probationary). Evaluation-related meetings or observations that are typically conducted in-person will be held virtually while the District is engaged in a full distance learning model. In the alternative, an employee being evaluated may submit a video of their lesson in lieu of a formal evaluation observation while assigned to do full remote instruction.

#### **O. Equipment, Training, and Technical Support for Distance Learning**

1. The District will provide computers and work with unit members, including Child Development, who have internet connectivity issues so that they deliver distance learning. Unit members will maintain District equipment in good repair and order but will not be liable for damage to District equipment that occurs for reasons beyond the unit member's

control. [Need to discuss District cell phones, with District identified number.]

2. Unit members who incur additional personal expenses due to distance learning and cannot use existing District technology and equipment at a school site specified by the District shall be reimbursed, subject to principal approval which will not be reasonably withheld.
3. The District will provide unit members with online access to District provided technical support. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials. Technology/instructional on call support will be available to staff during their regular work hours for any distance learning support needed. The District will not threaten or otherwise discipline any staff member who provides technical support to another staff member, parent or student who voluntarily requests it.
4. Bargaining unit employees who create their own lesson plans, presentations, and other instructional materials shall retain the intellectual property rights of those products.
5. District Acceptable Use Policy. [Need to discuss].
6. Recorded Zoom or video lessons may not be required by the District. During live instruction, educators are not required to present a live image of themselves during the instruction and instead may use a screen share of the lesson or materials. The District will be responsible for securing the permission for students to be part of any recording of live instruction.
7. Unit members shall be able to coordinate with their site administrator to access their classroom and/or workspace during the summer break, while the administrator is on calendar.

**P. Employee Work Hours**

1. While engaged in distance learning, unit members are expected to continue to work their regular work hours (6.5 hours for bargaining unit members, with the limited exception of those 8.0 hour-job classifications specifically set forth in the collective bargaining agreement) in which they will provide the required daily instructional minutes to students, and inclusive of time spent to engage in planning and preparation time, participation in IEP meetings, collaboration time with their colleagues, responding to student and parent emails, phone calls, and questions, and participating in faculty meetings and professional development.
2. The schedule of part-time bargaining unit members will be proportionately reduced in accordance with the staff member's full time equivalency.
3. Unit members will have the ability to access their school site and classroom while the District is using the distance learning model for purposes of facilitating distance learning and teaching from their classroom, provided they follow any state and federal orders regarding physical distancing and health and safety measures.



4. Unit members choosing to access and work from their classroom/workspace shall complete a District provided training on health and safety requirements; unit members shall sign an agreement certifying they understand and will follow the requirements set forth.
  - a. Unit members shall develop a schedule and partner to conduct educator health screenings upon arrival and prior to entering campus. Screening information will be logged and held at the site and shared with the administrator. The district will provide all necessary materials to safely conduct health screenings.
  - b. Administrators shall assist unit members in coordinating the site access schedule and the partnering of educators for temperature taking.
  - c. Unit members shall not be compelled to work from their classrooms during district-wide online learning.
  - d. Face masks shall be worn in all public areas and may be removed only when the unit member is alone in their classroom/workspace. Concerns relating to individuals who may be unable to wear a face mask will be addressed on a case-by-case basis.
  - e. Only one person can be in the designated classroom/workspace (i.e. single classroom) per day. Unit members whose workspace is not self-contained and/or who share a classroom/workspace shall coordinate and share the schedule with their administrator. When possible, unassigned classrooms/workspaces will be made available to members who share a workspace.
  - f. In-person meetings shall not be scheduled with other individuals while accessing the worksite.
  - g. No congregation shall take place in any spaces.
  - h. Unit members' access shall be limited to their designated classroom/workspace, copy machines and restroom facilities.
  - i. Upon exiting their classroom/workspace, unit members shall conduct closing procedures including securing windows and doors, turning off lights, and emptying trash into designated receptacles.
5. The District recognizes that many bargaining unit members have children and family circumstances that may result in occasional unexpected interruptions to instruction. Unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.

6. Unit members shall continue to receive their pay and benefits during the period of distance learning. In accordance with Article 11.4 of the CBA, teachers shall not be required to work under unsafe or hazardous conditions, or to perform any task which endanger their health, safety and well-being. In addition, according to the provisions of Article 9.3.11, a member of the bargaining unit who is absent from work due to quarantine shall be granted leave with full pay and such absence shall not be charged against accumulated or current sick leave credit.
7. Substitute teachers shall be surveyed to determine days available for work per week and shall be assigned that number of days to a school, based on student needs.
8. All substitute unit members shall be provided with access to technology and technology support.
9. Non-classroom educators, upon approval of their supervisor, may develop a flexible work schedule for their contractual hours.

[SCTA also proposes to discuss assignment of training specialists and school nurses.]

**Q. Distance Learning Work Group:**

The parties agree to maintain a Distance Learning Workgroup to coordinate and consult on matters related to distance learning.

The parties agree to meet at least once per month, and more often as necessary.

**R. Limited Agreement:**

This MOU addresses only the distance learning aspects of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.

**S. Term of Agreement.** This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

Additional items to be addressed, include but are not limited to:

1. Daily schedules
2. Prep Time, Prep teacher schedules
3. Professional Development/Beginning of school including substitutes
4. Special Education
5. Nurses
6. Child Development
7. Clubs, Sports, Other Student Activities

8. Student Attendance Follow-up
9. Substitute use processes

*SCTA reserves the right to modify, amend, add to or delete from any aspect of this proposal at any time during negotiations.*

## Appendix A

The following list are examples of items that could be considered either synchronous and asynchronous learning, including but not limited to:

<p><b>Synchronous learning</b> is any type of learning that takes place in <u>real-time</u>, where a group of people are engaging in learning simultaneously. Although learning occurs at the same time, learners don't have to be there in-person, or even in the same location. Synchronous learning enables learners to ask questions and receive answers, while also collaborating freely with their co-learners.</p>	<p><b>Asynchronous learning</b> is more learner-centered. It enables your learners to complete courses without the constraints of having to be in a certain place at a certain time. In essence, asynchronous learning doesn't hinder learners by place or time. As long as they have access to the internet, asynchronous learners have the freedom to complete course materials whenever they choose, and from any location.</p>
Live Webinar/Virtual Classroom	Projects-working at home
Video Conferencing	Commenting on google classroom assignments after the student is off the doc.
Class Meetings	Discussion boards
Instant Messaging	On-line courses
Scheduled tests/assessments	

Breakout rooms-come back in for check-in.	Videos-watching at home
Live streamed lectures/demos	
Scavenger hunts with teacher online with them	
Commenting on google classroom as they are on the project	
After watching a video coming back and discussing	
Standards chat and goal setting	
Independent Journal write/lab ..writing/book review, writers workshop, etc	
Partner HW review with checklist	
Ticket out the chat room door or review yesterday's ticket	
Small group intervention/instruction	
Parent/student hours with teacher	
Peer Editing	
Author's chair	
Independent Rubric review/scoring	
Small group zoom breakouts	
Group Kahoot/Quizizz	

Independent practice from choice menu	
Assessment review	
Project/poster presentations	
Pre-recorded instruction	
ELD groups	
Skype a scientist, etc	
Guided note taking	
Teacher-led activities	
Guided art/drawing	
Phone Calls/Emails	
IXL, Padlet, Flipgrid, Epic, Raz Kids	

**Appendix B**

The updated scope and sequences in math and ELA are as follows:

- [20-21 Scope and Sequence for ELA](#)
- [20-21 Scope and Sequence for Math](#)