

**TENTATIVE AGREEMENT  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
UNITED PROFESSIONAL EDUCATORS (UPE) CERTIFICATED BARGAINING UNIT**

**Return to Instruction for the 2020-2021 School Year In a Covid-19 Distance Learning  
Environment  
October 8, 2020**

To protect our students, their families, and all school staff, the Sacramento City Unified School District (“District”) and United Professional Educators (UPE) Certificated Supervisory Unit, collectively referred to as the “Parties”, have reached the following Agreement to ensure a safe return to instruction for the 2020-2021 school year.

**Shared Goals and Essential Elements of Distance Learning**

The Parties recognize that it is our mutual intent that all of our students can engage in meaningful learning and certificated staff will provide instruction in alignment with SB 98. The Parties share the intent of delivering curriculum through new learning platforms while meeting the needs of our diverse learners. The Parties agree that our goals include: reducing the variability of experiences and opportunities to ensure equitable outcomes for all of our students, improving the provision of supports, strengthening school to home connections, and supporting practitioner implementation. To these ends, the following are some of the essential elements of SB98, which are incorporated in the District’s distance learning plan, and for which members’ professional responsibilities include the support of District programs, policies, and procedures, as outlined in Appendix C of the UPE CBA.

- Student access to internet connectivity and devices to participate in the educational program.
- Quality, challenging content aligned to grade level standards equivalent to in-person instruction.
- Supports to address the needs of students.
- Special education, related services, and accommodations required by an individualized education program.
- Designated and integrated instruction in English language development.
- Daily live interaction with certificated employees and peers.

## Health and Safety

1. The Parties will follow health and safety guidelines established by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), with final guidance by the Sacramento County Department of Public Health (“County”) for safely opening schools.
2. To help prevent the spread of COVID 19, prior to any school or central office reopening, the District will continue to provide training to its employees in appropriate measures (public health measures, hygiene, sanitation, etc.) to prevent the spread of the virus and will ensure its facilities (school site or central office) have the necessary District-funded supplies for preventative sanitation measures.
3. The District shall provide all UPE members any District-funded Personal Protective Equipment (PPE) necessary to complete their work assignment in accordance with the guidance referenced in Health and Safety Paragraph 1 above, including but not limited to face masks, face shields, gloves, etc. This also includes physical barriers, when necessary, and cleaning supplies in the workplace. Where there are differences in the guidance referenced in Health and Safety Paragraph 1 above regarding the appropriate level of PPE. The District will provide the higher level of PPE recommended for the situation. The District will provide precise written language regarding cleaning protocols for public restrooms and cleaning protocols for shared surfaces (e.g. door handles and copiers). Additionally, there needs to be different provisions in restrooms instead of hand driers. UPE unit members will be provided with clear and consistent guidelines contained within the District’s Return to Health Plan for handling such situations at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable.
4. Physical distancing shall be enforced at all District facilities in accordance with the guidance referenced in Health and Safety Paragraph 1 above. UPE unit members will have the full support of the District leadership in enforcing such physical distancing and there must be a clear and consistent policy/procedure for the circumstances communicated to UPE unit members who are responsible for enforcing the policy/procedure on how to handle a situation where an individual may be non-compliant. This policy/procedure will be in place prior to any physical reopening of schools or central offices and will be communicated to UPE members at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable. Training will be provided as well as templates for use in responding to employee incidents.
5. The use of face coverings shall be enforced at all District facilities and in all District vehicles where others are present in accordance with the guidance referenced in Health and Safety Paragraph 1 above, except individuals unable to wear a facial covering as identified through the Americans with Disabilities Act (ADA) or Individual Student

Healthcare Plan (ISHP) processes. UPE unit members will have the full support of the District leadership in enforcing the requirement of facial coverings and there must be a clear and consistent policy/procedure for the circumstances communicated to UPE unit members who are responsible for enforcing the policy/procedure on how to handle a situation where an individual may be non-compliant. This policy/procedure will be in place prior to any physical reopening of schools and will be communicated to UPE members at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable. Training will be provided as well as templates for use in responding to employee incidents.

6. To help prevent the spread of COVID-19, consistent with the District's Return to Health Plan, no visitors will be permitted on the school site or in a central office facility unless they are considered an essential visitor. UPE will be consulted in the creation of any policy that defines essential visitors.
7. Health screenings shall be performed daily for anyone entering a school site or central office. Essential visitors who do not pass the health screening shall be denied entry. Staff and students who do not pass the health screening or begin to display symptoms consistent with COVID-19 during the school day or workday will be sent home or sent to an isolation room on site pending travel home. Return protocols will follow County guidelines. UPE unit members will be provided with clear and consistent guidelines for handling such situations at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable.
8. To help prevent the spread of COVID-19, all meetings at the District-level shall be held in an on- line setting or by telephone. The District shall not hold in-person management meetings, professional development or other type of meetings until COVID-19 health and safety guidelines referenced in Health and Safety Paragraph 1 above permit. At the school site or central office, all meetings with staff, families or the community will be held either in an online setting or by telephone and will not be held in-person until COVID-19 health and safety guidelines referenced in Health and Safety Paragraph 1 permit. Appropriate technology to facilitate these community engagement activities will be provided by The District (e.g. Zoom Webinar).
9. The District will continue to provide UPE represented members with clear and timely communications, policies, and procedures regarding health and safety guidelines that are consistent to all school sites and central office facilities for the circumstances.
10. Upon notification that an employee or student has been infected with COVID-19, the District shall work with public health officials and assist with contact tracing and any required notifications,

11. In the event an expert panel or district office team is convened to make recommendations and/or decisions regarding school reopening, UPE will choose three certificated representatives from the UPE unit to offer suggestions and revisions.

### **Assignments, Leaves and Accommodations**

The reopening of school must be dependent upon health and safety guidelines approved by the public health officials. Presuming the District reopens the 2020-2021 school year on September 3, or at a later date, with both online and onsite instructional programs for students, UPE members may be impacted by these learning options depending on if their assignment is at a physical school site, central office location or both. In recognition of the fact that these are unprecedented times and in response to the workload of UPE members, each site administrator will be present on site for a portion of their work week (minimum of 4.5 hours per day, 5 days a week) during distance learning, unless conducting necessary business off campus (home visits, professional development, etc.) The hours that each site administrator will be present on campus must be communicated to their IAS, school community and staff. Site principals must designate who will be in charge of the site in their absence. Site administrators must be reachable via phone during their workday, when they are conducting necessary business or working remotely. For sites with assistant principals, arrangements must be made so that there is a member of the administrative staff on site throughout the work day.

The above applies only during distance learning. When students return to the school site, the site administrator must be on campus.

If a UPE member may be in need of exploring whether a reasonable accommodation can be provided to accommodate a disability, health condition, or age that puts them at higher risk while allowing them to complete the essential functions of their position, they will follow the District interactive process pursuant to the ADA. If there exists another reason for exploring a leave of absence, the process below is afforded to the UPE member and will be handled in a confidential manner by the Chief Human Resources Officer or designee. Human Resources shall notify UPE members of their right to have representation in all meetings regarding this process.

**Unit Member Self Care:** Employees will qualify for leave under CBA, including Quarantine Leaves pursuant to a public health authority order or medical quarantine and state and federal leave requirements, including but not limited to FFCRA. If an employee's leave expires while there exists a need to continue quarantine and if the employee is willing and able to perform essential job functions, the District will make reasonable efforts to accommodate remote work for the employee.

**For Unit Members' Care for Others:** A full/part-time unit member may use all applicable leaves to care for others, including a minor child due to a school closure, as provided for under the CBA, and all state and federal applicable leaves including FFCRA and the expanded FMLA.

**Evaluations**

UPE and the District agree that the evaluation process will follow the current contract which is limited to Article 5 and includes Appendices A and C. Additionally, the District and UPE agree the evaluation process for the 2020-2021 school year will acknowledge and reflect the dynamic working conditions presented by Covid-19.

**Miscellaneous**

The District will solicit the UPE Board's input during the development of our professional development content and calendar, including, but not limited to principals' meetings.

To address workload and fatigue, the District will, when possible, take into consideration limiting the duration of centrally scheduled on-line meetings (whether through Zoom or other platforms) and the amount of time provided between meetings, and will provide for breaks.

In order for UPE unit members to be able to successfully implement any school reopening plan, they must receive clear, concise and timely communications from the District regarding all topics related to school reopening. UPE represented members will receive communications prior to other district staff or the public, whenever possible.

The Parties agree the MOU addresses the impacts and effects of resuming instruction in the 2020-2021 school year. The parties recognize that the COVID-19 pandemic is evolving and so is the governmental response. The parties will comply with the most current state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees and will bargain as needed over the effects of such further directives. Should any conflicts arise, the District will follow the most current policy. Either party has the right to re-open bargaining in the event new information becomes available or events occur that affect the terms and conditions of employment of UPE employees.

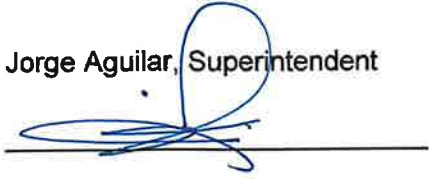
This Agreement shall expire on June 30, 2021, and may be extended by mutual written agreement.

This is a one-time, non-precedent setting agreement limited to school reopening following school closures due to COVID-19.

FOR THE DISTRICT:

FOR UPE:

Jorge Aguilar, Superintendent



Judy Farina, UPE President

