

Addendum to Safely Reopening Schools to In-Person Instruction/Services Memorandum of Understanding dated March 20, 2021

Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

April 12 April 28, 2021 Proposed Changes

April 30, 2021 District Proposed Changes

Now that the District is reopening schools consistent with the *Safely Reopening Schools to In-Person Instruction/Services* Memorandum of Understanding with SCTA dated March 20, 2021, the Memorandum of Understanding titled *Special Education Assessments While in a Distance Learning Model* dated February 26, 2021 is null and void. SCTA members will conduct standardized and informal Special Education assessments in accordance with the health and safety measures as outlined in the *Safely Reopening Schools to In-Person Instruction/Services* MOU of March 20, 2021 and consistent with their regular job duties.

1. In order to complete all Special Education assessments from the 2019-2020 and 2020-2021 school years, the District will:

- a. ~~Authorize, as needed, additional hours outside of the employee's workday (up to a total of ten hours per week for full-time employees with part-time employees provided a pro-rata amount)~~ to conduct assessments of students with suspected disabilities or 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 Hourly Contractual Rate. For purposes of this paragraph, the employees eligible for additional hours are those on the IEP teams for the Special Education assessments. The total amount to be paid to bargaining unit members on those IEP teams pursuant to this paragraph shall not exceed \$4 million ~~for the four months of the 2020-2021 school year (March, April, May, and June). If the \$4 million is exhausted prior to the expiration of this agreement, the parties will meet to negotiate additional funding necessary to complete the assessments.~~
- b. The District may seek outside contracts with non-public agencies and appropriately credentialed/licensed individuals to conduct special education assessments with the understanding that the use of outside contractors will not inhibit or diminish the opportunity for SCTA-represented staff to work additional hours. The number of hours that SCTA members shall be determined through an electronic questionnaire provided by the Department to SCTA members currently employed in Special Education positions to be completed within 3 work days. SCTA members shall provide a commitment for the remainder of the 2020-2021 school year and/or over the summer period. The ability to outside contract is for the limited purpose of special education assessments and for the limited period of time between now and

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August 31, 2021. The use of outside contractors is non-precedent setting and does not in any way, shape or form supersede the MOU between the parties that prohibits subcontracting of bargaining unit work.

- c. The District will forward copies to SCTA and the Chairperson of the SCUSD Community Advisory Council (CAC) of SCUSD's weekly reports (student and confidential information redacted)- to the California Department of Education regarding cases S-0297-20/21 and S-0401-20/21 and any responses back from the CDE. Communication will be forwarded within two business days of sending or receipt.
 - 4-d. The District will work with SCTA in its efforts to identify staff to work additional hours to complete the assessments. Upon request, the District will meet and confer with SCTA regarding the distribution and assignment of extra hours and other efforts to address the backlogged assessments.
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. 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, and other materials.
 4. After multiple attempts to encourage a child to wear a face covering, if a child refuses to keep a mask or face covering on when testing, the assessor will reschedule the assessment.
 5. 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 a medical recommendation is made for a student not wearing a mask, the assessment shall be provided by staff using PPE, including, but not limited to, face covering and face shield.
 6. 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.
 7. Testing areas are supplied with Plexiglass barriers or shields, or both.
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.

This Addendum expires on ~~June 30~~ August 31, 2021.

For the District:

For SCTA:

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Superintendent
Jorge A. Aguilar

Date: _____

President
David Fisher

Date: _____

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