

**Proposal By the Sacramento City Teachers Association (SCTA)
to the Sacramento City Unified School District (SCUSD)
To Close the Digital Divide Among Sac City Students
and Begin Distance Learning on April 13, 2020
March 30, 2020**

In his March 13, 2020 Executive Order (N-26-20), California Governor Gavin Newsom directed school districts to “continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and independent study.”

Following the Governor’s Executive Order, the parties reached an agreement (MOU #1) in which they agreed to work together “in order to inform a mutually-developed long-distance learning capacity that may be implemented going forward.”

Although teachers throughout the District have informally been providing engagement, enrichment and review instruction to students, it is in the best interest of students to develop and implement a more systemic distance learning program in the Sacramento City Unified School District.

This agreement is also consistent with the District’s written commitment (see Jorge Aguilar to Sac City Unified Staff, March 20, 2020) to “developing and providing comprehensive and equitable learning opportunities to *all* students.”

In order to accomplish that, the parties hereby agree as follows:

1. Distance Learning Defined, Assessment and Student Expectations

The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.

District and State assessments scheduled after March 16, 2020 have been suspended.

Distance Learning activities provided to students will include enrichment, engagement, and review. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time.

2. Bridging the Digital Divide through Technological Equity to provide to every SCUSD student who is in need a District-provided Chromebook with Internet Access.

Consistent with the District’s promise to provide “comprehensive and equitable learning opportunities for *all* students, the District agrees to provide a Chromebook with internet access to all students who in need. In an effort to bridge the Digital Divide, SCTA and SCUSD agree to apply the one-time health plan savings already achieved by reduced Kaiser rates in 2018 (\$206,418.24) and HealthNet in 2019 (\$1,568,012.34), for a total of

\$1,774,430.58 to purchase Chromebooks and provide internet access to students in need in SCUSD. The District has been holding this amount in escrow pending the outcome of the parties' arbitration. The parties agree that this agreement would resolve only one of several issues covered in the ongoing arbitration (AAA Case No. 01-19-0002-8830), specifically the interpretation of the following sentence: "Savings shall be defined as any total amount per plan that is lower on an actual cost basis," as it relates to health plan savings from year-to-year based on health plans that are currently being offered to employees, with the proviso that the full amount is spent, by mutual agreement, prior to June 30, 2020. The remainder of outstanding issues in the arbitration concerning Article 13.1.1. and the unfair labor practice charges and other issues remain subject to arbitration. The District will account for the spending on these items and will not make the acquisition on equipment without the expressed written approval of SCTA. Any of \$1,774,430.58 that remains unspent before June 30, 2020, would be treated as savings under the provision of Article 13.1.1. and thereby subject to the arbitration, notwithstanding the preceding sentences. The District shall be responsible for the balance of the cost of providing Chromebooks with internet access to students above and beyond \$1,774,430.58.

3. **Computers and Internet Access for Certificated Staff:** As needed by SCTA-represented staff, the District will provide sanitized computers. If staff do not have remote internet access, the District will provide remote internet access for the duration of the school closure period due to COVID-19. Staff shall not be held responsible for damage to District equipment.
4. **Monthly Stipend:** Bargaining unit members shall receive a monthly stipend beginning March 16 and continuing through the remainder of the District's school closure of \$100 per month for costs incurred with working from home including but not limited to increased personal data usage, supplies and home internet.
5. **Distribution of Computers and Internet Access:** For SCTA-represented staff who need a District-provided computer or additional equipment to achieve internet access (e.g., a hotspot) the District will make arrangements for the pickup. The arrangements regarding the delivery of equipment will be made between staff and their principal/director/supervisor through voluntary pick up by teacher, or delivery by District representative or mail. The goal for receipt of equipment is the close of business, Wednesday, April 1, 2020.
6. **Professional Development—Phase 1—Universal Design for Learning:** By no later than April 5, 2020, staff will complete the three self-paced modules for Universal Design for Learning, which include:
 - a. Mindset
 - b. Frame
 - c. Lesson Delivery

The time to complete the three (3) modules is approximately one (1) hour per module for a total of three (3) hours.

7. **Professional Development—Phase 2 On-line Distance Learning:** The District’s preferred instructional platform is Google Classroom; however, programs such as Schoology and other instructional platforms currently used by teachers are also acceptable. Because Google Classroom is the District’s preferred instructional platform, the District may not be able to provide additional technical or professional support for alternative platforms. The District will also provide self-paced online learning related to the use of on-line learning tools, like Zoom, Remind, Screencast, Screencastify, and other complementary tools to an educational instructional platform. The District recognizes that certificated staff may also be using tools like Edmodo and Class Dojo, to communicate with parents and students. The District also understands that teachers may use alternative instructional platforms, such as Schoology, however the District may not be able to offer technical or professional support. Because the training is self-directed and based on staff’s self-identified need, the expected time for self-paced training may vary from zero up to approximately six (6) hours, depending on staff familiarity.

8. **Distance Learning Models:** Consistent with the Governor’s Executive Order online and as defined above, distance learning involves a variety of methods that a school district can use to “continue delivering high-quality educational opportunities.” The parties recognize that they may use online learning separately and in combination with other distance learning instructional tools, including paper packets and other methods. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students.

9. **Mutual Development of Distance Learning:** In order to provide instruction that best meets student needs and provides for real teacher input, the District and SCTA will convene on Tuesday, April 1, or as soon as possible thereafter, Work Groups that will make recommendations to the SCTA and SCUSD leadership teams. The Work Groups shall be:
 - a. High School Graduation
 - b. Secondary Education
 - c. Elementary Education
 - d. Special Education
 - e. Waldorf Education
 - f. Physical Education
 - g. Other Workgroups as mutually-agreed to by the parties

Recommendations will be implemented if there is mutual agreement between SCTA and SCUSD.

The instruction, including its method of delivery, will be aligned with recommendations from the California Department of Education (CDE) to “continue to provide high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study.” Staff who participate in the development of this curriculum, methods or materials will be paid the per diem rate for all hours spent on the curriculum development.

10. **Preparation Time:** Bargaining unit members shall be provided one (1) paid day to prepare lessons and resources to transition to distance learning.
11. **Staff Communication with District:**
Bargaining unit members shall check their District email daily during the regular work week. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement, meaning only on the first Thursday of the month for a duration not to exceed one (1) hour. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).
12. **Staff Communication with Parents and Students:** On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
13. **Live Video and Audio Lessons:** Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity according to the District's acceptable use policy. Teachers will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.
14. **Curriculum Content and Evaluation** Any mutually-developed curriculum resources or lessons (as mutually developed in the process set forth in #7 above) and provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
15. **Remote Work Schedules:** Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs) to both students and staff, bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closures.
16. **Student Expectation:** Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are maximum time limits students should be expected to engage with distance learning lessons each week. These maximum times include screen time, homework, reading, and other activities per grade level:
 - i. TK-K: No more than 1 hour daily
 - ii. 1-3: No more than 2 hours daily

- iii. 4-5: No more than 2.5 hours daily
- iv. 6-8: No more than 2.5 hours per week per content area
- v. 9-12: No more than 3 hours per week per content area

It is important to emphasize that these expectations for students are maximums, not minimums. Because of a variety of circumstances, students may not be able to accomplish the maximums, even if assigned.

17. **Intent of Coursework:** The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of an individual students. The work provided will not require summative assessments or grading.
18. **Teacher Discretion in Meeting the Needs of Students:** Any distance learning activities provided to students shall be for the purpose of enrichment, engagement and/or review of previously taught material, and/or exposure to new material in the current curriculum. The activities selected shall be at the discretion of the teacher in accordance with the needs and available resources of their students. The activities provided will not require summative assessments or grading. In addition, students will be held “harmless,” and will not receive a lesser grade than their current grade as a result of their participation in the non-school-site-based learning. This aligns with direction from the State Superintendent of Public Instruction that assessments should not be used as a summative measure, but rather as a formative measure to gauge instruction and determine where students need support.
19. **Special Education, Counselors, Psychologists and Language, Speech and Hearing Specialists, Behavioral Intervention Specialists, and Social Workers:** The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.
 - a. Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate, to provide all students access to the same learning opportunities.
 - b. Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.

Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student’s IEP.

School Psychologists, Behavioral Intervention Specialists, Social Workers and others may provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.

Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

Speech and Language Specialists may provide individual and/or group virtual lessons. If group lessons occur, parents must submit a permission slip that authorizes student participation in group meetings. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.

20. Regular Meetings to Provide Equitable and Appropriate Education for Our Students with Special Needs: The parties agree to meet regularly to address implementation of guidance from the California Department of Education as well as the federal Department of Education in order to provide equitable and appropriate education for our students with special needs.

21. Staff Collaboration: Staff may collaborate as necessary and appropriate while they are engaged in Distance Learning. Collaboration will be conducted in a manner that complies with guidelines set forth by the Center for Disease Control (CDC), Sacramento County of Public Health and state guidelines. Recognizing this unique situation, the time and manner of collaboration will be determined by the teachers.

22. Posting of Grades Already Earned as of March 13, 2020: By April 3, 2020, elementary teachers will ensure that the grades for the students in their classroom are updated and current as of March 13, 2020, the last school day before schools were closed. By April 20, 2020, secondary teachers will ensure that the grades for the students in their classroom are updated and current as of April 3, 2020, with the understanding that the last day of classes was March 13, 2020. Students will be “held harmless” and will not receive a lesser grade than their current grade (as of March 13, 2020) as a result of engaging in distance learning during this unprecedented time. At the discretion of teachers, students will, however, be able to earn a higher grade as a result of engaging in distance learning, and if appropriate, may be assigned options for credit recovery.

23. Response to Alternative Requirements: In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agreed to meet immediately to negotiate on the impact.

24. Compensation for Day-to-Day Substitutes: In compliance with the Governor’s Executive Order (N-26-20) the District will continue to pay day-to-day substitutes beginning on March 13, 2020 and continuing for every instructional day that schools are closed during

the remainder of the 2019-20 school year. Substitutes may be used to support the work of other certificated staff in providing Distance Learning.

The amount of pay that an individual day-to-day substitute will be paid at a daily rate will be calculated according to the follow formula:

The number of instructional days worked by a substitute from January 6, 2020 to March 12, 2020 (x days) divided by the total number of instructional days from January 6, 2020 to March 12, 2020 (45 days) multiplied by \$221.99 (the current daily rate).

To give three examples:

A substitute who worked every day from January 6, 2020 to March 12, 2020 would be paid: $45/45 = 1 \times 221.99 = \221.99 per day.

A substitute who worked 40 days from January 6, 2020 to March 12, 2020 would be paid: $40/45 = 88.9\% \times \$221.99 = \197.32 per day.

A substitute who worked 25 days from January 6, 2020 to March 12, 2020 would be paid: $25/45 = 55.6\% \times \$221.99 = \123.32 per day.

25. **Extra Duty Stipends:** The District will pay stipends set forth in Article 12 of the parties' collective bargaining agreement for the entire 2019-20 school year.

26. **Reopening of Schools:** The District and SCTA recognize the importance of maintaining safe and healthy facilities and operations for the benefit of students and the communities served by the District and teachers and staff, as well as the importance of prudent measures to prevent District employees, students, their families and other users of District facilities from being exposed or infected with coronavirus. Toward that end, the District agrees
 - a. All facilities are functioning and sanitized according to state and county public health and other agency regulations, including full compliance with CalOSHA guidelines;
 - b. Every classroom will be cleaned and sanitized daily during the coronavirus pandemic when a classroom or work-station has been used or visited;
 - c. All closed schools will be sanitized and deemed free of the coronavirus before staff or students return.

27. **Preparation Days Prior to Reopening:** Upon determination by the State and County Department of Health that schools are safe to reopen and prior to students returning to school, the District shall provide two days of paid preparation to all certificated staff represented by SCTA. At least one of those days shall be for teacher preparation and planning without site or District-level meetings or assignments.

- 28. Potential Make-up Days:** The District shall submit a “J-13 Request for Allowance of Attendance Due to Emergency Conditions” waiver to the California Department of Education to mitigate the loss of funding due to lower than normal Average Daily Attendance (ADA). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate the make-up student instructional day(s) not to exceed the number of school closure days.
- 29. Further Negotiations:** This agreement does not preclude continued discussion between the District and SCTA on other working conditions impacted by the COVID-19 pandemic.
- 30. Collective Bargaining Agreement and Non-Precedence:** All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting. This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

For SCTA

David Fisher, President

Date

For SCUSD

Jorge Aguilar, Superintendent

Date