

SCTA Counterproposal  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT’S  
PROPOSED MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Sacramento City Unified School District**  
**&**  
**Sacramento City Teachers Association**

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

August 30, 2020

**Proposal**

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.

**A. Distance Learning Defined**

Consistent with Education Code section 43500(a) “distance learning” means instruction in which the student and instructor are in different locations and student are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to, all of the following:

- (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 certificated employee is online 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:

- a. Adherence to the requirements of Senate Bill 98 (SB 98).
- b. Daily attendance taken for each period/class session.
- c. A combination of synchronous and asynchronous instruction.
- d. 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.

## 1. Curriculum Content and Evaluation to Address and Mitigate Learning Loss

- a. ~~a.~~ 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. ~~To the extent possible, d~~During distance learning, classroom teachers will emphasize the essential standards typically taught in that time period. Unit members will use the Universal Design for Learning and develop innovative activities to support teaching modalities that meet student needs.
- b. Consistent with Education Code section 43503(b), distance learning will include all of the following:
- (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
  - (2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
  - (3) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
  - (4) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
  - (5) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
  - (6) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board

or body of the local educational agency will develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

- e. ~~During periods of distance learning, unit members assigned to a classroom teaching position will provide the specified minimum instructional minutes set forth below a minimum of 240 minutes of instruction and student support to students per day, which will include both scheduled synchronous and asynchronous instruction, and targeted structured support to students:~~

<del>Grade level</del>	<del>Total minimum minutes of learning each day</del>
<del>TK-K</del>	<del>200</del>
<del>1-3</del>	<del>252-245</del>
<del>4-6</del>	<del>272-265</del>
<del>7-8</del>	<del>278-265</del>
<del>7-8 Monday</del>	<del>Up to 240</del>
<del>9-12</del>	<del>295-285</del>
<del>9-12 Monday</del>	<del>Up to 240</del>

~~These 240 minutes will be exclusive of planning; office hours; required professional development; and faculty, department, and grade level meetings. In providing daily instruction to students, unit members will ensure that they provide synchronous and asynchronous instruction and targeted structured support consistent with the following schedules:~~

- a. Consistent with SB 98, the instructional day for students for the 2020-21 school year shall be:

- 1 180 instructional minutes in kindergarten.
- 2 230 instructional minutes in grades 1 to 3, inclusive.
- 3 240 instructional minutes in grades 4 to 12, inclusive.
- 4 180 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.
- 5 180 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.

6 180 instructional minutes for students enrolled in a continuation high school.

<p><b>SYNCHRONOUS</b> 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:</p> <p>a. <u>Timely actionable feedback to students</u>  b. <u>Direct instruction to students through video</u>  c. <u>Teacher guided peer-to-peer learning</u>  d. <u>Whole-group or small group instruction.</u></p>	<p><b>TARGETED STRUCTURED SUPPORT</b> time is <u>synchronous or asynchronous</u> instruction that includes:</p> <ul style="list-style-type: none"> <li>• <u>Small group instruction/intervention</u></li> <li>• <u>Individual check ins</u></li> <li>• <u>Designated ELD</u></li> <li>• <u>Student supports, and social emotional check ins</u></li> </ul>	<p><b>ASYNCHRONOUS</b> instruction shall be defined as learning done on students' own time, at their own pace, and based on student need or after the student demonstrates ability to or mastery of the learning intention to work independently:</p> <p>a. <u>Learning done on students' own time or schedule</u>  b. <u>Students work independently</u>  c. <u>Self-guided instructional models</u>  d. <u>Pre-recorded lessons</u>  e. <u>Discussions, emails or chats that are not occurring in real time.</u></p>
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d. The instructional minutes may be either synchronous, asynchronous or independent work, according the table below:

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

<u>4-6</u>	<u>240</u>	<u>120</u>	<u>120</u>
<u>Secondary</u>	<u>240</u>	<u>120</u>	<u>120</u>

~~E~~ Unit members who provide services to students with disabilities will follow the above instructional minute requirements to the extent such requirements do not conflict with a student’s individualized education plan (“IEP”). In the event there is a conflict with the above instructional minute requirements and a student’s IEP, the unit member will follow the IEP. Special Education schedules shall follow the attached 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. Preparation time for unit members who provide services to students with disabilities will be no less than the general educator’s preparation time.

~~f.~~ e.—Unit members will be responsible for certifying that they provided daily instructional time described above based on the time value of assignments as determined by the employee using the District’s designated form and/or process for certification. The form developed by the California Department of Education will be used for purpose of certifying the time value of assignments. In the event this certification can be done through the Infinite Campus, the District will notify SCTA and the certification will then occur though the Infinite Campus.

~~g.~~—Unit members will utilize Google Classroom as their learning management system. Unit members will utilize other virtual tools or platforms to provide daily synchronous learning to their students consistent with ~~the requirements outlined above~~ this agreement.

~~h.~~ Classroom teachers continue to be responsible for lesson designing/planning ~~that includes the following components:~~

- ~~• Learning target/objective~~
- ~~• Student engagement~~
- ~~• Direct instruction~~
- ~~• Student practice and peer to peer learning~~
- ~~• Demonstration of student learning~~
- ~~h. Use of formative assessment and feedback~~

~~i.~~ In planning and delivering direct instruction, unit members will access and utilize scope and sequence strategies contained in the District’s scope and sequence guidelines attached as Attachment A. The guidelines are intended to incorporate Math and ELA essential standards while addressing the social and emotional and English learner needs of SCUSD students, while providing flexibility for instruction based on teachers’ professional judgment. This section does not apply to those sites that currently have an ELA or Math curriculum that is different than the SCUSD-district-wide adopted

curriculum. The assessments that are embedded in the scope and sequencing in Appendix A will not be applicable, unless otherwise agreed below (See Section 2, Assessing Student Learning)

- j. i. —Consistent with Education Code section 43500, unit members ~~may will~~ provide video or audio instruction in which the primary mode of communication between the student and employee is online interaction, instructional television, video telecourses, or other instruction that relies on computer or communications technology. Such instruction ~~may will~~ be recorded, ~~unless and other prerecorded instruction of equal time and quality may also be is used~~ (i.e. NearPod), to allow students and families to access the instruction based on family and student need. A District administrator shall not video or audio record live instruction by unit members without prior notice and consent.
- k. 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
- l. The parties share a goal and commitment to provide, to the extent feasible, equitable access to students who are not able to regularly participate in distance learning during the regular daily distance learning schedules at their respective school sites. Towards that end, the parties agree to develop alternative methods of distance learning through a variety of different pathways, including but not limited to:
1. Independent study;
  2. On-line lessons;
  3. Recorded lessons;
  4. Home Health Instruction;
  5. Alternative Distance Learning Daily Schedules
  6. District-created Home School
  7. Additional or Alternatively Scheduled Targeted Support Time
  8. Tutoring
  9. Use of Substitutes
  10. Staff Created Grade-Level Website-Based Lesson Instruction
  11. Extensive Distribution of Consumables with Instruction

The parties further recognize that during this extraordinary period of distance learning these alternative methods of distance learning may not be provided by the regular classroom teacher to whom the student is currently assigned, but may be assigned to training specialists or other certificated staff assigned to Curriculum and Instruction department.

## 2. Assessing Student Learning to Ensure Robust Distance Learning and Mitigate Learning Loss

To implement a meaningful, consistent, and robust assessment process to address student learning loss, the Parties agree to the following:

- a. ~~The District will develop and schedule assessments to identify specific areas where instruction or intervention may be needed to improve student learning.~~
  - a. The parties acknowledge that there is currently a dispute between them regarding student assessments that is being arbitrated. Without impacting either parties' respective position in that arbitration, the parties agree that the District may proceed with its proposed assessments as provided by the District on August 29, 2020 (via email from Raoul Bozio at 12:29 p.m.) through October 9, 2020. This use of these assessments does not set precedent and do not establish the status quo going forward, pending the outcome of the arbitration.
  - b. Synchronous and asynchronous schedules may be changed at the teacher's discretion to address time needed to administer, score and upload window one assessments, and/or additional staff (including substitutes) may assigned to assisted to decrease the instructional time lost to students.
  - c. 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.
- d. ~~eb. Certified unit members will develop and implement a plan to meet the social-emotional needs of their student prior to administering an assessment. Examples include greetings and a warm-up game (with physical distancing) to ease anxiety, prior to asking students to demonstrate learning.~~
- e. ~~de. The District will provide interventions for students as necessary, and such interventions may include sessions with an intervention provider or specialist through video conference, scaffolding for specific task assignments, pre-highlighted texts, more frequent feedback or check-ins, time management supports, or maintaining a daily written agenda.~~
- f. ed. Certified unit members will develop formative and progress monitoring assessments throughout their lessons and will provide actionable information about student's learning status relative to the desired lesson goal. Certified staff will use data from assessments to adjust their instruction, identify those in need of further intervention and enrichment, and ensure student progress towards learning goals. Formative assessment examples may include collecting exit tickets through Google Classroom at the end of each class session, whether online or in person; using an opener to reinforce skills and check for understanding on concepts recently taught; giving students

~~opportunities to share what is working and what is not working; or continuing to provide ample opportunity for discussion and meaningful content interaction with students through high-order thinking questions.~~

~~g.~~ fe. The District will provide and teachers will engage in professional learning for teachers on assessments, as mutually-agreed to by the parties.

~~h.~~ g.f. Unit members will clearly establish learning goals and will explicitly communicate such goals to students. ~~This may include providing students with an essential question or learning goal at the beginning of instruction, and frequently referring back to the question or goal. In the distance learning context, this can include prominently posting the learning goal or essential question on a teacher's web page, asking students to keep a learning log to track their key learnings throughout a lesson or unit, or weekly check-ins that require students to respond to the essential question using information from the week's lessons and activities.~~

~~i.~~ g. ~~Unit members will utilize Google Classroom and provide students with quiz-style assessments that they can complete synchronously or asynchronously.~~

~~j.~~ h. The Parties ~~may will~~ utilize 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.

Nothing in this Section 2 is intended to waive or impact the arguments being made by the District or SCTA in AAA Case No. 01-20-0000-2531 related to assessments or the 2016 assessments MOU.

### ~~3.~~ Student Interventions

~~Student interventions will take place with their classroom teacher during the targeted support times in the attached schedules.~~

[Addressed about in 2 (d)]

### 34. Collaboration to Improve Student Outcomes

a. Unit members will collaborate while they are engaged in distance learning using ~~either in-person or virtual meetings to the extent allowed under the applicable health orders.~~

- b. Consistent with section 5.11 of the 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.
- c. 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~~ be on the day designated on the schedules attached at Attachment CB.

#### 4. Professional Development to Enhance Instruction

- a. ~~All unit members will complete the three self-paced modules for Universal Design for Learning (a framework to improve and optimize teaching and learning for all people based on scientific insights into how humans learn), including: (a) Mindset, (b) Frame, and (c) Lesson Delivery, in Spring 2020, will complete these modules and the corresponding processing guides and submit the processing guides to their principal or supervisor on or August 31, 2020/September 15, 2020. The time to complete the three (3) modules is approximately one (1) hour per module for a total of three (3) hours. [This would not be needed if the professional development in paragraph d below is conducted]~~
- b. ~~All unit members will complete the a District-provided self-paced online professional development related to the use of Google Classroom to provide support for ongoing distance learning instruction in Spring 2020, will complete this online professional development and certify completion to their principal on or before August 31, 2020/September 15, 2020. The expected time for self-paced training is approximately up to six (6) hours, but may vary depending on familiarity with Google Classroom. [This would not be needed if the professional development in paragraph d below is conducted]~~
- a. e. ~~The one professional development day provided for in section 5.2.1 of the CBA will be moved to September 2, 2020 to allow for a full day of professional development on distance learning. In addition, f~~For the 2020-2021 school year only, an additional two days with pay will be added to the work year calendar for professional development focused on the delivery of robust instruction to students via distance learning and will be added on scheduled for September 1 and 2, 2020, to allow for additional professional development prior to reopening District schools as mutually agreed to by the parties. The traditional work calendar will be increased from 181 to 183 work days. based on the Professional Learning schedule prepared by the District. In addition, September 3 and 4, 2020, will be considered “smart start” dates

with students receiving the required instructional minutes and direct live instruction as set forth below:

<u><b>Sample Smart Start Schedule</b></u> <u><b>Elementary</b></u> <u>Thursday, September 3 and Friday, September 4, 2020</u>	
<u>9:00-10:00</u>	<u><b>Synchronous Learning to Include</b></u> <ul style="list-style-type: none"> <li>• <u>Establishing routines and procedures</u></li> <li>• <u>Setting norms for whole group, small group, and break out rooms</u></li> <li>• <u>Daily check in and attendance</u></li> <li>• <u>SEL/community building</u></li> <li>• <u>Log into and practice using technology</u></li> <li>• <u>Review syllabus, course content</u></li> </ul>
<u>10:00-10:15</u>	<u>Teacher: Break</u> <u>Students and families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology</u>
<u>10:15-12:15</u>	<u>Professional Development</u>
<u>12:15-1:00</u>	<u>Lunch</u>
<u>1:00-3:00</u>	<u>Professional Development</u>

<u><b>Sample Smart Start Schedule</b></u> <u><b>Secondary</b></u> <u>Thursday, September 3 and Friday, September 4, 2020</u>	
	<u><b>Synchronous Learning to Include</b></u> <ul style="list-style-type: none"> <li>• <u>Establishing routines and procedures</u></li> <li>• <u>Setting norms for whole group, small group, and break out rooms</u></li> <li>• <u>Daily check in and attendance</u></li> <li>• <u>SEL/community building</u></li> <li>• <u>Log into and practice using technology</u></li> <li>• <u>Review syllabus, course content</u></li> </ul>
<u>8:00-10:00</u>	<u>Professional Development</u>

<u>10:00-10:15</u>	<u>Break/transition</u>
<u>10:15-10:45</u>	<u>Period ½</u>
<u>10:45-10:55</u>	<u>Break/transition</u>
<u>10:55-11:25</u>	<u>Period ¾</u>
<u>11:25-11:35</u>	<u>Break/transition</u>
<u>11:35-12:05</u>	<u>Period 5/6</u>
<u>12:05-1:00</u>	<u>Teacher: Lunch</u> <u>Students and Families: asynchronous learning, complete paperwork, prepare workspace, set up practice technology</u>
<u>1:00-3:00</u>	<u>Professional Learning</u>

The parties still need to resolve issues regarding the content and scheduling of professional development from September 1 through 4, with the mutual goal of providing at least initial implicit bias training for all staff.

- d. The District’s professional development on delivering instruction in a distance learning environment will focus on the following:
  - i. Providing planning time and infrastructure that will allow unit members to discuss real-time feedback from students.
  - ii. Providing planning resources to work together to design and lead changes in the classrooms.
  - iii. Development of a framework for what data will be collected as a feedback loop on student’s experience to inform planning and how such data will be collected.
  - iv. Development of framework for how the District will ensure students with disabilities and other special populations are fully integrated into every aspect of preparation and participation of the instruction model.
  - v. Utilization of Universal Design for Learning (UDL) during instructional planning time.
  - vi. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
  - vii. Development and provision academic and social-emotional supports or interventions to be provided to students who are

struggling with the instructional model, including training on the SEL mini-lesson.

- viii. Strategies on how to ensure the needs of all students are addressed.
- ix. Use and support for Google Classroom.
- x. Implicit bias training
- xi. Combatting institutional racism
- xii. The science behind COVID and pandemics
- xiii. Hour Zero

## 5. Ensuring the Social Emotional Learning of our Students

- a. As students are adapting to the new instructional models, unit members will work to address their social and emotional well-being by:
  - i. Providing students with non-academic focused check-ins.
  - ii. ~~Providing students with age appropriate lessons on the science behind infection.~~
  - iii. Continue to address social emotional learning even when students are engaged in distance learning and utilize the list of resources provided by the CDE for supporting students during distance learning found here: <https://www.cde.ca.gov/ci/se/seldistance.asp>.

## 6. Serving Students with Disabilities During Distance Learning

- a. In addition to the other requirements outlined throughout this agreement, and to meet the needs of students with disabilities during distance learning, the parties agree to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and the therefore the District agrees to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act agree to by doing the following:
  - i. Provide required instructional minutes as set forth above and consistent with each student's IEP.
  - ii. 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.
  - iii. 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.
  - iv. Use the District's models for all students as the basis for establishing FAPE.
  - v. 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.

- vi. 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.

b. ~~b.~~—The parties agree that service logs will be maintained as necessary to comply with applicable law. Special education teachers and case managers will maintain service logs documenting all instruction and upload to SEIS not less than weekly as necessary to demonstrate compliance with student IEPs. The District and SCTA will meet on September 8, 2020 to ~~discuss~~ effectuate how to meet compliance requirements, and how to meet those requirements. The District will provide additional administrative and clerical staff support to address the increased amount of paperwork so that certificated staff can prioritize instruction to students.

c. ~~b.~~—The District shall be responsible for providing notice to parents of students with IEPs regarding addendum/amendments to a student’s IEP.

d. ~~e.~~—Special education teachers/case managers and service providers will work collaboratively with core content teachers (as necessary) 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~~ IEP team.

~~e.d.~~ Students with disabilities will be offered continuity of learning through a variety of distance learning resources, ~~and in-person learning options~~, as appropriate.

~~f.e.~~ For students who are placed in a Special Day Class (SDC), the District ~~will provide both a blended learning and a distance learning option. This is due to the small number of students in these classes, which allows for students to maintain safe physical distancing, while still being at a physical school site for instruction. Parents of students enrolled in the District’s SDC programs will also have the option to enroll their child in the District’s distance learning option. However, should they choose to enroll in the distance learning options, there will be changes to the manner and delivery of special education services, as necessary, in an online environment.~~

~~G.f.~~—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. ~~All Related Service Providers will maintain service logs and upload them to SEIS no less than weekly.~~

~~h.gf.~~ Virtual tools (compliant with the Americans with Disabilities Act as required) and virtual assessments will ~~be used to prepare and~~ be used to hold any necessary IEP meetings and to meet and ~~collaborate~~ on a student's IEP, to the extent allowed by law.

~~hg.~~ ~~School Psychologists and mental health counseling staff and social workers will provide virtual or telephone appointments to students for social, emotional and/or behavioral needs as deemed necessary by the District in consultation with the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools, to the extent allowed by law and as appropriate given the student's needs. Service logs will be maintained and uploaded to SEIS not less than weekly.~~

~~ih.~~ ~~Counselors will provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance as well as college/career questions. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law and as appropriate given the student's needs. Service logs will be maintained and upload as required.~~

~~d. ji.~~ ~~Speech and Language Pathologist will provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law.~~

[The work responsibilities of School Psychologists, Counselors, and Speech and Language Pathologists are incorporated into Section 6, paragraph G above.]

~~i. h. kj.~~ 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.

## **7. Split Classes**

**There shall be no split classes during distance learning.**

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

a. Consistent with Education Code section 43504, unit members will monitor student engagement and attendance as follows:

- i. 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 or guardians.
  - ii. Work with administrators to mMaintain a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participating, and tracking assignments in a manner that seeks to minimize the loss of instructional time provided to students.
  - iii. For students who are not engaged in distance learning, unit members will notify their principal for appropriate follow up. follow the District's written procedures for tiered reengagement strategies, including but not limited to verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student, and, when feasible, transitioning the student to full time in person instruction.
- b. Unit members will regularly communicate with parents/guardians regarding students' academic progress.

**98. Communication with Parents/Guardians and Students**

- a. Unit members will check their District email daily during the regular work week and respond in a timely manner to ~~emails from~~ parents and students ~~that require a response~~ during the regular work week and during contracted work hours within 24 hours. District administrators will respond to staff in a timely manner.
- b. Unit members will not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
- c. ~~Every Monday, or the first workday after if Monday is a holiday, unit members will inform parents/students on a form provided by the District of their instruction schedule, their learning intentions for each day of the week, the unit member's availability to provide support through Targeted Structured Support or other means, and dates on which assignments and curriculum will be disseminated and due to be returned during the week. The teacher's individual schedule and availability will align with the instructional schedule established by the District to meet health and safety protocols as State and county officials.~~

- d. Unit members will hold a virtual back to school night for parents and guardians to share important updates about their class, expectations for students, critical dates, and student activities.

**109. Grading and Feedback to Students During Distance Learning**

Unit members will grade students consistent with the District’s grading processes as set forth in Education Code and the District’s current Grading policies (BP 5121). ~~and regulations.~~

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

~~All of the provisions of the CBA regarding evaluations will continue to apply to certificated bargaining unit members during the 2020-2021 school year and any 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.~~

Temporary and Probationary employees, and employees who received a “does not meet performance standards” evaluation and therefore ~~or~~ was placed on an improvement plan in either the 2018-2019 and/or 2019-2020 school years, will be evaluated during the 2020-2021 school year and any 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. The evaluation will take into account the changed working conditions as a result of distance learning and its impact on the employee per Article 6.1.9 of the Collective Bargaining Agreement.

**121. Equipment, Training, and Technical Support for Distance Learning**

- a. The District will ~~continue to~~ provide computers and work with unit members, including child development, who have internet connectivity issues so that they can continue to deliver distance learning ~~as was done in Spring 2020~~. 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.
- b. Unit members ~~who are not authorized to~~ incur additional personal expenses due to distance learning and ~~who cannot~~ should use existing District technology and equipment at a school site specified by the District, shall be reimbursed by the District, subject to principal approval which will not be unreasonably withheld.
- 1. c. 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.

- d. District employees using district-provided technology, whether hardware or software, including district networks, emails, and applications, are included within the parameters of the District's Acceptable Use Policy, previously signed by all unit members; thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the District's Acceptable Use Policy applicable. Unit members agree to comply with the District's Acceptable Use Policy when working remotely (e.g. using District provided e-mail, logging into district resources (e.g., Google Drive) etc.).
- e. District Board Policy 4132 will govern ownership of works created by employees during distance learning. Bargaining unit members who create their own lesson plans, presentations, and other instructional materials shall retain the intellectual property rights of those products.

### **132. Employee Work Hours**

- a. While engaged in distance learning, unit members are expected to continue to work their regular work hours (6.5 hours for classroom teachers unless otherwise stated in the CBA and 8.0 hours for nonclassroom educators or prorated portion thereof for part time employees) in which they will provide the required daily instructional minutes to students, and inclusive of to engage in planning and preparation time, participation in IEP meetings, and collaboration time with their colleagues, in addition to responding to student and parent emails, phone calls, and questions, and participating in faculty meetings and professional development.

The schedule of part-time bargaining unit members will be proportionately reduced in accordance with the staff member's full time equivalency.

- b. 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.

c.e.—All necessary adults who supervise and support, teach, or assist in the classroom such as administrators, prep teachers, RSP teachers, and paraprofessionals should be given access as a student in to the Google Classroom to allow them to perform their duties and support the classroom teacher. Administrators shall be provided with access to observe live virtual platforms. In the interest of mitigating any potential interruptions/disruptions to the instruction, the administrator will notify the unit member prior to the start of school on the day of the visit.

- d. 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.
- e. 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.
- f. Staff who are unable to report to work will be replaced with substitutes consistent with past practice and the collective bargaining agreement.
- g. 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.
- h. All substitute unit members shall be provided with access to technology and technology support.
- i. Non-classroom educators, upon approval of their supervisor, may develop a flexible work schedule for their contractual hours.

~~13. Health and Safety. [See District's July 2 proposal as revised on July 10, 2020]~~

**14. Distance Learning Workgroup.** The Chief Academic Officer or designee will meet with SCTA leaders twice monthly to discuss curriculum and instructional matters related to distance learning.

**15. 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.

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

## Appendix Attachment A

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

- o 20-21 Scope and Sequence for ELA
- o 20-21 Scope and Sequence for Math

## Appendix Attachment B

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

<p><u>Synchronous learning is any type of learning that takes place in real-time, where a group of people are engaging in learning simultaneously.</u>  <u>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.</u></p>	<p><u>Asynchronous learning 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.</u></p>
<p><u>Live Webinar/Virtual Classroom</u></p>	<p><u>Projects-working at home</u></p>
<p><u>Video Conferencing</u></p>	<p><u>Commenting on google classroom assignments after the student is off the doc.</u></p>
<p><u>Class Meetings</u></p>	<p><u>Discussion boards</u></p>
<p><u>Instant Messaging</u></p>	<p><u>On-line courses</u></p>
<p><u>Scheduled tests/assessments</u></p>	
<p><u>Breakout rooms-come back in for check-in.</u></p>	<p><u>Videos-watching at home</u></p>
<p><u>Live streamed lectures/demos</u></p>	
<p><u>Scavenger hunts with teacher online with them</u></p>	
<p><u>Commenting on google classroom as they are on the project</u></p>	
<p><u>After watching a video coming back and discussing</u></p>	

<a href="#">Standards chat and goal setting</a>	
<a href="#">Independent Journal write/lab ..writing/book review, writers workshop, etc</a>	
<a href="#">Partner HW review with checklist</a>	
<a href="#">Ticket out the chat room door or review yesterday's ticket</a>	
<a href="#">Small group intervention/instruction</a>	
<a href="#">Parent/student hours with teacher</a>	
<a href="#">Peer Editing</a>	
<a href="#">Author's chair</a>	
<a href="#">Independent Rubric review/scoring</a>	
<a href="#">Small group zoom breakouts</a>	
<a href="#">Group Kahoot/Quizizz</a>	
<a href="#">Independent practice from choice menu</a>	
<a href="#">Assessment review</a>	
<a href="#">Project/poster presentations</a>	
<a href="#">Pre-recorded instruction</a>	
<a href="#">ELD groups</a>	
<a href="#">aSkype a scientist, etc</a>	

<a href="#"><u>Guided note taking</u></a>	
<a href="#"><u>Teacher-led activities</u></a>	
<a href="#"><u>Guided art/drawing</u></a>	
<a href="#"><u>Phone Calls/Emails</u></a>	
<a href="#"><u>IXL, Padlet, Flipgrid, Epic, Raz Kids</u></a>	

[Appendix C](#)

[\[Daily Schedules as previously proposed by SCTA\]](#)

[Unless otherwise agreed to by the school site teachers and administrator, the daily start times for instruction with students shall commence at the same time as the bell schedule start time that was in effect at the beginning of the 2019-20 school year.](#)