

James Coffey
September 1, 2020
Page 2

The District and SCTA have not met in twenty negotiations sessions unless that number includes the work group meetings that were held between District representatives and SCTA unit members. While the District believes these work groups were valuable to guiding the negotiations teams, the District does not consider these work group sessions to be negotiations.

Status of Negotiations/Meet and Confer

SCTA identifies five (5) issues on which the parties have reach tentative agreement. While the District believes we have reached conceptual agreement with SCTA on several areas, the only

Statement of Facts

In their statement of facts, SCTA claims that sometime after June 3, 2020, the District “wasted several bargaining session discussing other issues” before it finally made a proposal on distance learning on July 16, 2020. The District did not “waste” any bargaining sessions. On June 3,

PROOF OF SERVICE

I, Vanessa Boniteam employed in the County of Contra Costa, State of California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is 2001 North Main Street, Suite 500, Walnut Creek, CA 94596. My email address is vbonite@lozanosmith.com.

On September 1, 2020, I served the attached SACRAMENTO CITY UNIFIED SCHOOL RESPONSE TO SCTA'S REQUEST FOR IMPASSEDETERMINATION on the interested parties in said cause, by causing delivery to be made by the mode of service indicated below:

James E. Coffey
Supervising Regional Attorney
Public Employment Relations Board
Sacramento Regional Office
1031 18th Street
Sacramento, CA 95811
PERBe-file.SRO@perb.ca.gov
James.Coffey@perb.ca.gov

John Borsos
Executive Director
Sacramento City Teachers Association
5300 Elvas Ave.
Sacramento, CA 95819
JBorsos@cta.org

- [] (Regular U.S. Mail) on all parties in said action in accordance with Code of Civil Procedure Section 1013, by placing a true and correct copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth above, at Lozano Smith, which mail placed in that designated area is given the correct amount of postage and is deposited at the Post Office that same day, in the ordinary course of business, in a United States mailbox in the County of Contra Costa.
- [X] (By Electronic Mail) on all parties in said action by transmitting a true and correct to the persons at the email addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 1, 2020, at Walnut Creek, California.

Vanessa Bonite

Attachment 1

From: Raoul Bozio <Raoul-Bozio@scusd.edu>
Date: July 2, 2020 at 2:47:15 PM PDT
To: "JBorsos@cta.org" <JBorsos@cta.org>
Cc: "David Fisher (DFisher@saccityta.com)" <DFisher@saccityta.com>, "nmilevsky@saccityta.com" <NMilevsky@saccityta.com>, Sheila Domondon <Sheila-Domondon@scusd.edu>
Subject: District Proposals

Dear Mr. Borsos,
Please see attached proposals from the District for our discussion at 3 pm.

Best Regards,
Raoul Bozio
In-House Counsel
Sacramento City Unified School District
(916) 643-9097

"CONFIDENTIALITY NOTICE: This communication may contain privileged (confidential) information only for use by the intended recipient(s) including student, personnel, deliberative process, attorney-client, work product and other privileged information protected under state and federal law. Unless you are the intended addressee, you may not use, copy, disclose, or distribute privileged information (or any privileged information as attachments) to anyone. Unauthorized use or dissemination of privileged information, regardless of the means of transmission, is subject to civil action and/or criminal penalties. If you received this communication in error, please notify the sender by reply e-mail or by telephone and delete the communication. Thank you for your cooperation."

PROPOSED MEMORANDUM OF UNDERSTANDING
Between
From Sacramento City Unified School District
&
Sacramento City Teachers Association

MOU- COVID-19 Health and Safety Measures 2020-2021 School Year

July 2, 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 health and safety measures related to reopening District schools for the 2020-2021 School Year.

passed since the day the symptoms first appeared. Symptoms of COVID-19 include fever

- b. If necessary, utilize other campus spaces for instructional activities (e.g., lecture halls, gyms, auditoriums, cafeterias)
- c.

Sacramento City Unified School District
Proposal to Sacramento City Teachers Association

MEMORANDUM OF UNDERSTANDING
Reopening Schools Negotiations

July 2, 2020

The District makes the following proposal to the Sacramento City Teachers Association (SCTA) as part of reopening schools negotiations related to the District's two early start Child Development Programs at the following District schools: Hiram Johnson and Elder Creek

Because the Child Development Programs at these schools start earlier than the September 3, 2020 start date for the other District schools and programs, the District makes the following proposal to SCTA to allow for these programs to start on their respective start dates, July 21, 2020, for Hiram Johnson and Elder Creek, while the identified and negotiable effects of the District's reopening plan are discussed between the District and SCTA.

PROPOSAL

1. For the Child Development Programs offered at Hiram Johnson and Elder Creek only and for the period of July 21, 2020 to September 2, 2020, these programs will start the 2020-2021 school year in a full distance learning model consistent with the model used in the schools from March 16 to June 30, 2020.

Beginning September 3, 2020, these Child Development Programs will implement the learning model outlined in the District's school reopening plan and consistent with any

Attachment 2

PROPOSED MEMORANDUM OF UNDERSTANDING
Between
From Sacramento City Unified School District
&
Sacramento City Teachers Association

MOU- COVID-19 Health and Safety Measures ~~2020~~ 2021 School Year

- a. Emergency Closure Plan. The District will develop a plan to close schools to physical attendance of students, if necessary, based on public health guidance and coordination with federal, state, and local public health officials.
- b. Exposure to COVID-19. In accordance with guidance from state and local health officials, in the event a student, teacher, or staff member, or a member of their

passed since the day the symptoms first appeared. Symptoms of COVID-19 include fever or chills (100 degrees or higher), cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. The guidance is subject to change by federal, state or local public health officials.

5. Hygiene The District will address hygiene practices to ensure personal health and safety in school facilities during the COVID19 pandemic
 - a. Hand hygiene In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure sufficient access to hand washing and sanitizer stations. The District will ensure hand sanitizer (with a minimum of 60 percent alcohol) is available at or near all workstations.
 - b. Hand Hygiene and PPE Instruction The District will provide written instruction and signage on proper hand washing techniques and PPE use
6. Protective Equipment.
 - a. Face Coverings All employees, students, parents/guardians and visitors will wear a face covering, as defined, unless it is not recommended by a physician or is inappropriate for the developmental level of the individual. ³ ID FH FRYHULQJ means a covering made of cloth, fabric, or soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A face covering may include a scarf or bandana; a homemade covering made from

- a. Limiting the numbers of people in all campus spaces to the numbers that can be reasonably accommodated while maintaining a minimum of 6 feet distance between individuals.
 - b. If necessary, utilize other campus spaces for instructional activities (e.g., lecture halls, gyms, auditoriums, cafeterias)
 - c. Classrooms shall be reconfigured to encourage physical distancing and to ensure desks are approximately 6 feet apart
 - d. Utilization of outdoor space for instructional purposes whenever possible and when weather is permitting
 - e. Cancellation of in person field trips to space where large groups may gather
 - f. Avoiding congregation of employees in work environments, breakrooms, staff rooms, and bathrooms.
8. Disinfecting School Sites Prior to Reopening. Prior to reopening, all school sites will be disinfected

9. Disinfecting School Sites After Reopening. To ensure proper disinfection, the Parties agree to the following:

- a. Classrooms will be regularly disinfected after use with a deep cleaning occurring at least one time per week.
 - b. Classroom teachers will stack chairs on tables or desks at the end of each work day.
 - c. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment, including shared work surfaces or machines (like a copy machine) as they deem appropriate throughout the school day
 - d. Unit members will have access to supplies to disinfect touch surfaces daily such as door handles, handrails, sink handles, toys, and instructional materials as they deem appropriate throughout the school day
10. Communication. The District will communicate with all employees, students, and families about new COVID-19 related protocols. In the event a student or employee tests positive for COVID-19, the District will work with SCPH and provide notice to employees as permitted by law.

11. Employee Absences.

- a. COVID Exposure or Positive Test. If an employee tests positive for COVID-19 or has another qualifying circumstance, the employee will be permitted to use any and all leaves to which he or she is entitled to under the Collective Bargaining Agreement, as well as under state and federal law.
- b. Medical Susceptibility. Employees who may be at high risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation as required by state and/or federal law. Employees who may be at high risk for COVID-19 and

Attachment 3

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

July 16 2020

BOARD OF EDUCATION

Via E-Mail: dfisher@saccityta.com

Jessie Ryan
President

Trustee Area 1
Trustee Area 2
Trustee Area 3
Trustee Area 4
Trustee Area 5
Trustee Area 6
Trustee Area 7
Trustee Area 8
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Trustee Area 100

July 2, 2020, the District's

negotiations team presented SCTA with a proposal on the health and safety of reopening our schools and responded to the questions and concerns from SCTA's Executive Director John Borsos, related to the District's proposal. SCTA also shared its "talking points" document, which is a list of the effects of reopening our schools that

Michael Minnick

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Darrel Woo
Trustee Area 6

Olivia Ang-Olson
Student Board Member

- x Assessments and accountability Assessments during learning and throughout the school year that evaluate how students are progressing in the moment and over time to address learning loss before and after the school closure
- x Support for English Learners - Designated and integrated instruction in English language development including assessment of progress toward language proficiency and targeted support to access curriculum.

Sincerely,

Jorge A. Aguilar

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

Intent

In making this proposal, the District

- (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

2020-2021 School Schedules for Distance Learning

Grade level	Minimum minutes of
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g. Classroom teachers continue to be responsible for lesson

desired lesson goal. Certified staff will use data from assessments to

- c. Consistent with section 5.10 of the CBA, Directors, principals, or designees will schedule ~~via~~ staff meetings for purposes, of including, but not limited to,

- v. Utilization of Universal Design for Learning (UDL) during instructional planning time.
- vi. Discussion on how certificated unit members 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.
- viii. Strategies on how to ensure the needs of all students are addressed.

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 the social and emotional well-being by:
 - i. Providing students with non-academic focused checks.
 - 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, the parties agree to ensure a Free Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and therefore agree to do the following:

- vi. Use annual IEP to plan for traditional school year and while not required, include distance learning plans and addendums where necessary to address distance learning needs during immediate or future school site closures.

student's needs. Service logs will be maintained and uploaded to SEIS not less than weekly

- i. 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 b

8. Communication with Parents/Guardians and Students

- a. Unit members will check their District email daily during the regular work week and respond to parents and students during the regular work week and during contracted work hours within 24 hours.
- 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

b.

13. Limited Agreement. This MOU addresses only the distance learning aspects reopening schools for the 20~~20~~21 school year and does not preclude continued discussions between the District and SCTA on other working conditions related to the reopening of schools.
14. Term of Agreement. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

Attachment A

The updated scope and sequence for math and ELA will be provided as a pdf

INTERMEDIATE ELEMENTARY (4 – 6)

Time	Mon	Tues	Wed	Thurs	Fri
76 minutes	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD	Synchronous whole group learning: ELA / ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
76 minutes	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science	Synchronous whole group learning: Math / Science / Social Science
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Collaborative Time	Targeted structured support

During distance learning each day includes a minimum of:

- x 152 minutes of synchronous instruction for all students
- x 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support)

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students watch lessons as needed.

MIDDLE SCHOOL

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Time	Mon	Tues	Wed	Thurs (Times adjusted for CT)	Fri
54 minutes	Period 1 Synchronous whole group learning:	Period 4 Synchronous whole group learning:	Period 1 Synchronous whole group learning:	Period 1: 44 minutes Synchronous whole group or targeted structured support	Period 4 Synchronous whole group learning:
52 minutes	Period 2 synchronous whole group learning	Period 5 synchronous whole group learning	Period 2 synchronous whole group learning	Period 2: 42 minutes Synchronous whole group or targeted structured support	Period 5 Synchronous whole group learning
52 minutes	Period 3 Synchronous whole group learning	Period 6 Synchronous whole group learning	Period 3 Synchronous whole group learning	Period 3: 42 minutes Synchronous whole group or targeted structured support	Period 6 Synchronous whole group learning
40 minutes	Lunch	Lunch	Lunch	Lunch: 40 minutes	
52 minutes	Period 1 Targeted structured support	Period 4 Targeted structured support	Period 1 Targeted structured support	Period 4: 42 minutes Synchronous whole group or targeted structured support	Period 4 Targeted structured support

52 minutes Period 2 Targeted

	structured support	structured support	structured support	Synchronous whole group or targeted structured support	structured support
52 minutes	Period 3 Targeted structured support	Period 6 Targeted structured support	Period 3 Targeted structured support	Period 6: 42 minutes Synchronous whole group or targeted structured support	Period 6 Targeted structured support
				Collaborative Time: 60 minutes	

10 minute passing periods to allow for tech access

Mon, Tues, Wed and Fri include a minimum of:

- x 158 minutes of synchronous instruction for all students
- x 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) 40 minutes each for 3 subjects

Thursday includes:

- x Some synchronous learning for all students in either whole group or targeted structured support sessions
- x A minimum of 240 minutes of assignments to be completed asynchronously, subtract the time students have engaged synchronously 40 minutes each for 6 subjects

Whole group synchronous lessons will be recorded and stored in Google classroom, so students who cannot engage in live instruction can engage asynchronously. All students watch lessons as needed.

	structured support	structured support	structured support	Targeted structured support:	structured support
				Collaborative Time: 60 minutes	

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Mon, Tues, Wed and Fri include a minimum of:

- x 175 minutes of asynchronous instruction for all students
- x 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) 40 minutes each for 3 subjects

Thursday includes:

- x Some synchronous work on

Attachment 4

This District Party will

1.

	<p>State</p> <p>Element</p> <p>Thursday</p> <p>syn</p> <p>Establish</p> <p>Setting</p> <p>room</p> <p>Daily</p> <p>SL/</p> <p>L/g</p> <p>Review</p>	<p>Element</p> <p>Thursday</p> <p>syn</p> <p>Establish</p> <p>Setting</p> <p>room</p> <p>Daily</p> <p>SL/</p> <p>L/g</p> <p>Review</p>	<p>Element</p> <p>Thursday</p> <p>syn</p> <p>Establish</p> <p>Setting</p> <p>room</p> <p>Daily</p> <p>SL/</p> <p>L/g</p> <p>Review</p>
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9-10:5	<p>re k</p>	<p>re k</p>	<p>re k</p>

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- a. Providing planning time and infrastructure that will allow unit members to discuss ~~with~~ the feedback from students.
 - b. Providing planning resources to work together to design and lead changes in the classrooms.
 - c. Development of a framework for what data will be collected as a I H H G E D F N O R R S R Q V W X G H Q W ¶ V H [S H U L H Q F such data will be collected.
 - d. Devebpmnt 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.
 - e. Utilization of Universal Design for Learning (UD) during instructional planning time.
 - f. Discussion on how certificated unit members will engage with the students to determine learning barriers and develop innovative ways to meet their needs.
 - g. Development and provision academic and ~~social~~ supports or interventions to be provided to students who are struggling with the instructional model, including training on the SEL mini-lesson.
 - h. Strategies on how to ensure the needs of all students are addressed.
 - i. Use and support for Google Classroom.
3. This MOU addresses only the pre-service and smart start professional development for distance learning 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.
4. This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT



Jorge Aguilar
Superintendent

SACRAMENTO CITY TEACHERS
ASSOCIATION

David Fisher
President

3. Commencement of the MOU shall be effective on the date of the signing of the MOU by the parties.

4. This MOU shall be subject to the approval of the Board of Education and the Board of Trustees of the City of Sacramento.

5. This MOU shall be in full force and effect from the date of its execution.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Jorge Aguilar
Superintendent

AMERICAN MUSICAL INSTRUMENTS

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Attachment 5

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue Sacramento, CA 95824

Jorge A. Aguilar Superintendent

June 3, 2020

BOARD OF EDUCATION Via email to dfisher@saccityta.com

Jessie Ryan
President
Trustee Area 7

David Fisher
Sacramento City Teachers Association (SCTA)
5300 Elvas Avenue
Sacramento, CA 95819

Christina Pritchett
Vice President
Trustee Area 3

Re: Invitation to Bargain Effects of Returning to School

Michael Minnick
2nd Vice President
Trustee Area 4

Dear Mr. Fisher

The Sacramento City Unified School District ("District") appreciates the continued hard work and dedication that members of the Sacramento City Teachers Association (SCTA) have demonstrated every day throughout this ongoing crisis to support our students. The District is now reaching out to you because, after carefully weighing all options and maintaining District students' needs as the highest priority, the District believes that when our students return to school for the 2020-2021 school year we will likely need to offer an instructional model consisting of in-person and/or remote learning, in order to obtain the education that they desperately need and deserve. District students have been away from the physical school locations since March 16, 2020 due to the COVID-19 pandemic. The District appreciates all that your members have done to swiftly and relatively seamlessly effectuate a distance learning environment for our students.

Attachment 6

From: Raoul Bozio <Raoul-Bozio@scusd.edu>
Sent: Sunday, August 30, 2020 7:30 PM
To:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

&

Sacramento City Teachers Association

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)

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

- a. 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. 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.

- c. 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

7-8	158	Up to 156	120 subtract B	278
7-8 Thurs	Some for all students	Up to 254	240 subtract B	240
9-12	175	Up to 171	120 subtract B	295
9-12 Thurs	Some for all students	Up to 286	240 subtract B	240

- d. 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. Preparation time for unit members who provide services to students with disabilities will be no less than the general educator’s preparation time.
- e. Unit members will be responsible for certifying that they provided daily instructional time described above based on the time value of assignments

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 through the Infinite Campus.

- f. 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.
- g. Classroom teachers continue to be responsible for lesson designing/planning that includes the following components:
 - x Learning target/objective
 - x Student engagement
 - x Direct instruction
 - x Student practice and peer to peer learning
 - x Demonstration of student learning
 - x Use of formative assessment and feedback
- h. In planning and delivering direct instruction, unit members will access and

a.

~~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.~~

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

- 3. 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 B.
- 4. Professional Development to Enhance Instruction

a.

	<ul style="list-style-type: none"> › <u>SEL/community building</u> x <u>Log into and practice using technology</u> x <u>Review syllabus, course content</u>
<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>

<h2 style="margin: 0;"><u>Sample Smart Start Schedule</u></h2> <h3 style="margin: 0;"><u>Secondary</u></h3> <p style="margin: 0;"><u>Thursday, September 3 and Friday, September 4, 2020</u></p>	
	<u>Synchronous Learning to Include</u> <ul style="list-style-type: none"> x <u>Establishing routines and procedures</u> x <u>Setting norms for whole group, small group, and break out rooms</u> x <u>Daily check in and attendance</u> x <u>SEL/community building</u> x <u>Log into and practice using technology</u> x <u>Review syllabus, course content</u>
<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>

1:00- 3:00	<u>Professional Learning</u>

- 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.

The District and SCTA agree 21 21I st.17fe1 180I

- 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 therefore agree to do 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

student's IEP and the recommendations identified by the administration/IEP team.

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

- jj. 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.
- 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.

- 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.

9. 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 District policy and regulations

10. 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/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.

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.

11. 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

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

The daily start times for instruction with students shall commence at the

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](#)

Attachment B

~~PRIMARY ELEMENTARY (TK – 3)~~

Time	Mon	Tues	Wed	Thurs	Fri
66 minutes	Synchronous whole-group learning: ELA/ELD	Synchronous whole-group learning: ELA/ELD	Synchronous whole group		

INTERMEDIATE ELEMENTARY (4 – 6)

Time	Mon	Tues	Wed	Thurs	Fri
76 minutes	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD	Synchronous whole group learning: ELA /ELD
60 minutes	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support	Targeted structured support
45 minutes	Targeted structured support	Prep Period	Targeted structured support	Prep Period	Targeted structured support
40 minutes	Lunch	Lunch	Lunch	Lunch	Lunch

76 minutes Synchronous whole group learning: Math /Science / Social Science Synchronous whole group learning: Math /Science / Social Shronous

structured
support

structured
support

structured
support

Synchronous

HIGH SCHOOL

Time	Mon	Tues	Wed	Thurs (Times adjusted for GT)	Fri
61 minutes	Period-1 Synchronous whole-group learning:	Period-4 Synchronous whole-group learning:	Period-1 Synchronous whole-group learning:	Period-1: 51 minutes Targeted structured support:	Period-4 Synchronous whole-group learning:
57 minutes	Period-2 synchronous whole-group learning	Period-5 synchronous whole-group learning	Period-2 synchronous whole-group learning	Period-2: 47 minutes Targeted structured support:	Period-5 Synchronous whole-group learning
57 minutes	Period-3 Synchronous whole-group learning	Period-6 Synchronous whole-group learning	Period-3 Synchronous whole-group learning	Period-3: 47 minutes Targeted structured support:	Period-6 Synchronous whole-group learning
40 minutes	Lunch	Lunch	Lunch	Lunch: 40 minutes	Lunch
57 minutes	Period-1 Targeted structured support	Period-4 Targeted structured support	Period-1 Targeted structured support	Period-4: 47 minutes Targeted structured support:	Period-4 Targeted structured support
57 minutes	Period-2 Targeted structured support	Period-5 Targeted structured support	Period-2 Targeted structured support	Period-5: 47 minutes Targeted structured support:	Period-5 Targeted structured support
57 minutes	Period-3 Targeted	Period-6 Targeted	Period-3 Targeted	Period-6: 47 minutes	Period-6 Targeted

	structured support	structured support	structured support	Targeted structured support:	structured support
				Collaborative Time: 60 minutes	

Depending on prep period, teachers would have 2 preps on the same day, twice a week (4 preps) and one prep on CT Thursday. This is a total of 5 preps every week.

Mon, Tues, Wed and Fri include a minimum of:

- ~~x 175 minutes of synchronous instruction for all students~~
- ~~x 120 minutes of assignments to be completed asynchronously (some students will work on assignments synchronously in targeted structured support) - 40 minutes each for 3 subjects~~

Thursday includes:

- ~~x Some synchronous learning for all students in either whole group or targeted structured~~

ATTACHMENT C