

Proposed Memorandum of Understanding  
Between  
Sacramento City Unified School District (SCUSD)  
&  
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services  
& Independent Study**  
**March 26, 2022**

**Section I: General Provisions**

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

**[Below is pulled out of the combined safely reopening schools to in-person instruction/services and independent study]**

**Section XI Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130.** Students with disabilities will be offered the independent study instructional model the same as general educational students consistent with their Individualized Education Plan (“IEP”).

For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District’s Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

**A. Traditional In-Person Instruction:**

1. The parties will implement a traditional, in-person instructional model.
  
2. In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized method of documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

**B. Independent Study (traditional):**

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

**C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students.**

- a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school. During the 2021-22 school year,** students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning. For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplussing, subject to the provisions of the Collective Bargaining Agreement.
  
- ii. **Maintenance of Staff at Home School:** The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will

continue to be counted in the enrollment numbers of the home school for staffing purposes.

- iii. **Filling of Non-traditional Independent Study Positions:** The District will post available, Independent Study positions, for application among bargaining unit members. ~~Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority. [Discuss with SCTA as to whether this is necessary]~~
- ~~iv. **Cap City Staffing:** Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.~~
- v. The District ~~will offer~~ ~~offered~~ ~~voluntary~~ professional development to unit members teaching in independent study to support their work ~~during prior to the~~ 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.
- vi. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.
- vii. In addition to staff who are assigned to Capital City, teachers at any site may voluntarily provide virtual instruction in their current teaching and credentialed subject area and shall be provided per diem compensation at their contract hourly rate for eight (8) hours each week for students that are enrolled at Cap City. Such teachers shall be assigned no more than 10 students. Teachers shall provide any required daily live interaction and/or synchronous instruction (up to one [1] hour, based on grade level) consistent with AB 130 either individually or in a group setting as necessary to meet the needs of their individual students. The additional time (minimum of three hours) shall be teachers' prep time. Teachers shall use Google Classroom related to providing virtual instruction, and are responsible for assignments, assessment, attendance, grading, and parent communication. Teachers shall be supervised by Cap City administration relating to this independent study related work. The number of such per diem positions and length of service shall be as [as determined by the parties] based upon the District's needs through the end of the 2021-2022 school year. If there are more teachers who are interested in volunteering for such extra work than the work available,

teachers shall be selected by seniority. [Picked up fact-finder recommendation]

~~Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction:~~

~~[Union proposal of 8-24-21 at 8:15 p.m. on this matter]~~

**Section XIII: Non-precedent setting:** This agreement is non-precedent setting.

~~**Section XIV. Indemnity Clause:** This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District. [Not recommended by fact-finder]~~

**Section XVII: Expiration Date:** This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~***Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation pro***~~