

**District's Proposal**  
**Memorandum of Understanding**  
**Between**  
**The Sacramento City Unified School District (SCUSD)**  
**&**  
**United Professional Educators (UPE)**

**April 1, 2020**

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the United Professional Educators (UPE), collectively “the Parties,” with regard to the closure of District schools and programs as a result of COVID-19.

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

The District and UPE recognize the importance of maintaining learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

The District and UPE agree that continuity of District instruction is important for and provisions should be made for District students and employees who are impacted by the COVID-19 pandemic.

This agreement is intended to be consistent with the orders from the Governor and direction from the State Superintendent of Public Instruction to provide Essential Educational Services. It is also consistent with corresponding CDE-issued guidance to help K-12\_education leaders meet the needs of *all* students affected by school closures, with an emphasis on assisting low-income children and those with disabilities.

The District’s goal is to begin a district-wide formal distance learning program on April 13, 2020. In order help with accomplishing that, the Parties agree to the following:

1. **Professional Development— Universal Design for Learning:** Consistent with training being provided to teachers and other staff, no later April 12, 2020, administrators will complete the three self-paced modules for Universal Design for Learning, which includes:
  - a. Mindset
  - b. Frame
  - c. Lesson Delivery

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

2. **Professional Development— On-line Distance Learning:** The District’s preferred instructional platform is Google Classroom. By April 12, 2020, Administrators will participate in the District-provided self-paced online professional development related to the use of Google Classroom to provide support for on-going distance learning instruction. The expected time for self-paced training is approximately up to six (6) hours, but may vary depending on staff familiarity with Google Classroom.
3. **Role of Administrators in Distance Learning:** Administrators will maintain their existing roles as site and district-level instructional leaders during the period of school closures consistent with the existing UPE Collective Bargaining Agreement and administrator job descriptions. Administrators will continue to evaluate instructional programming aligned with California standards and in accordance with the needs of students. As such, site administrators will have access to teacher virtual instruction while distance learning remains in place.

These efforts shall continue to occur within the framework of remote work and the District’s distance learning program. Administrators will frequently check in with staff via email, phone, and/or other virtual methods to understand and support effective teaching and learning through distance learning.

4. **Staff Collaboration and Meetings:** Consistent with the existing collective bargaining agreements of staff, UPE administrators will continue to oversee staff collaboration and employees will collaborate while engaged in the distance learning program. It is expected that 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.

UPE administrators will schedule virtual staff meetings for purposes of facilitating and implementing distance learning, consistent with any applicable collective bargaining agreement provisions and past practice.

5. **Further Discussions.** This MOU does not preclude continued discussion between the District and UPE on other working conditions impacted by the COVID-19 pandemic.
6. **MOU Subject to Change.** This MOU is subject to change as required by any order issued by a federal, state or local officer or agency that impacts or contradicts the terms of this MOU.
7. **Not Precedential.** This MOU is not precedent-setting and has been created to address an emergency situation involving the closure of our schools.
8. **Expiration.** This MOU shall expire on June 30, 2020, but may be extended by mutual agreement.

**For UPE**

Judy Farina

Judy Farina, President

4/2/2020  
Date

**For SCUSD**

Jorge Aguilar

Jorge Aguilar, Superintendent

4/2/20  
Date