



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 5.0

Meeting Date: April 28, 2021

Subject: Approval of MOU With Service Employees International Union, Dated April 20, 2021, to Safely Reopen Schools to In-Person Instruction and AB 1200 Disclosure

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Services

Recommendation: Approve MOU between SCUSD and SEIU regarding safely reopening schools to in-person instruction.

Background/Rationale: This MOU reached with SEIU addresses the reopening of schools and related impacts to SEIU members due to COVID and contains provisions regarding – among other items:

- Robust health and safety protocols consistent with public health recommendations
- \$750 stipend for SEIU members for professional development and preparation days
- \$1,000 pro-rated stipend for SEIU members who have worked on-site since July 1, 2020
- Up to \$100 reimbursement for allowable operating expenses for SEIU employees while they had been working remotely,
- \$1,250 stipend for SEIU members recognizing the potential for additional workload and COVID-related out-of-pocket expenses

Financial Considerations: AB86 funds one-time funding source to fund one-time costs of \$6,686,352 in salaries and benefits. The AB86 salaries budget will be increased by \$5,063,500 and the benefits budget will be increased by \$1,622,852. The AB86 revenue will be increased to offset the budget expenditure increases. Net budget impact of \$0.

Documents Attached:

1. MOU Dated April 20, 2021
2. AB 1200 Disclosure

Estimated Time of Presentation: 15 minutes
Submitted by: Raoul Bozio, In House Counsel
Approved by: Jorge A. Aguilar, Superintendent

**Memorandum of Understanding
Between**

Sacramento City Unified School District (SCUSD)

&

Service Employees International Union Local 1021 (SEIU)

Safely Reopening Schools to In-Person Instruction/Services

April 19, 2021

This is a Memorandum of Understanding/Agreement (“Agreement”) between SEIU Local 1021 (“SEIU”) and the Sacramento City Unified School District (“SCUSD”), collectively “Parties” related to the impacts and effects of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California Department of Public Health Framework regarding Distance Learning and guidelines regarding in-person instruction the California Department of Public Health (“CDPH”) revised by AB 86 and California’s Guidance to Schools for Reopening signed into law by the Governor of California on March 12, 2021, and other federal state and local authorities guidelines.

WHEREAS the Parties agree to continue Distance Learning and a phased in reopening to in person instruction; and

WHEREAS to the extent Distance Learning is provided to students, Classified Workers with assignments involving only students who continue in distance learning shall have the option of continuing in those assignments; and

WHEREAS the Parties agree to reopen schools for in person instruction to students in spring of 2021;

Therefore, the parties agree as follows:

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 Service Employees International Union (“SEIU”) 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.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", dated January 14, 2021.
2. The SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021), except in instances where the SCUSD "Return to Health" plan conflicts with this MOU, wherein this MOU shall prevail.
3. All revisions and updates to the above health and safety guidelines. If any provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendations, and considerations from SCDPH or CDPH the Parties agree to meet and confer.

If any provision contained in this MOU conflicts with a provision of the Collective Bargaining Agreement between the Union and the District, the higher standard shall prevail.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SEIU to continue conferring on health and safety matters related to COVID-19, including but not limited to ventilation, cleaning and disinfecting, community spread, contact tracing, and staff and student testing. The purpose of this committee is to ensure that each facility meets health and safety standards and to address concerns when raised. In addition, the committee will continue to further explore on an ongoing basis additional safety measures for District employees, students, and the public.

Section II: County Risk Level. Sacramento County risk level is in the Red Tier as defined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy.

If the State's adjusted COVID-19 case rate for Sacramento County exceeds 25 cases per 100,000 population or greater, all grade levels shall return to the full distance learning model.

Section III: Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines.

- A. Prior to reporting in-person to District schools or worksites unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will make every attempt to facilitate SEIU bargaining unit member vaccinations as soon as possible.
- B. The District shall actively support and assist the Sacramento Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff,

to the best of the District's ability, including the measures listed below:

- C. The Parties shall communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;
- D. The District shall each provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;
- E. Unit members may use 2-hours to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of paid time in order to be vaccinated. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.
- F. Leaves in addition to those already provided by the CBA are available pursuant to SB 95. Unit members who experience a serious reaction to the vaccine and who have exhausted available sick leave may apply for catastrophic leave pursuant to Attachment G of the Collective Bargaining Agreement.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore we must maintain all other public health mitigation strategies already in practice.

Before students return to school sites for in-person learning, the District shall provide COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

Through June 30, 2021, the District shall provide testing as follows:

1. While the county risk level for Sacramento is in the red-tier as defined in the Blueprint for a Safer Economy, the District shall continue asymptomatic testing students and staff at least every two (2) weeks. The District will continue to work with SCDPH to share information regarding how the community may obtain free testing.

2. While the county risk level for Sacramento is in the yellow or orange tier as defined in the Blueprint for a Safer Economy, the District shall continue to make asymptomatic testing available to all staff and 20% of students reporting to a work or school site every two weeks.
3. The District shall provide for non-District personnel to be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel.

The District shall also adhere to Cal-OSHA testing requirements during an “outbreak” (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak, and immediate testing and twice weekly testing for employees during a major outbreak, among other measures.

The District shall create and maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated within five (5) working days of the District receiving confirmation of a positive test. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. Subject to availability, these screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. Subject to availability, the District will contract to provide medical assistants to assist with COVID testing, and when not testing they can also assist with screening, providing supervision of the care room if/when needed, ensuring health and safety measures are in place and contact tracing.

Symptoms to be screened for include:

- a) Fever 100.4 degrees Fahrenheit or higher
- b) Cough
- c) Shortness of breath or difficulty breathing
- d) Fatigue
- e) Muscle or body aches
- f) Headache
- g) New loss of taste or smell
- h) Sore throat
- i) Congestion or runny nose

- j) Nausea or vomiting
- k) Diarrhea
- l) Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section V of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.
- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated March 13, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.). The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- D. SCUSD Monitoring Program – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
 - 1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 - 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.
- E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit

members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
 2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
- F. Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.
- G. Return to Work Criteria

The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.

Section VII: COVID Hygiene

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021).

A. Physical Distancing

1. The District shall limit occupancy of bathrooms, elevators, locker rooms, staff rooms, offices, warehouses, and conference rooms, and any other shared work or school spaces including where eating may occur to provide no less than six (6) feet of distancing. Adjacent bathroom stalls may be used. The District shall post signs with occupancy limits conspicuously at the entrance to each room.
2. Persons on school grounds, including students and staff, will not be allowed to congregate in staff rooms, break rooms, entrances, exits, hallways, or other common areas. At places where students and staff congregate or wait in line, the District shall mark spots on the floor or the walls 6 feet apart to indicate where to stand.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing of 6 feet will be maintained at all times.

B. Personal Protective Equipment (PPE)

Personal Protective Equipment: The District shall make available PPE to comply with safety requirements set forth by the Center for Disease Control and the California Department of Public Health for appropriate classification as follow:

The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.

PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.

The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes surgical masks, face shields, and disposable gloves. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

The District shall make available disposable 3-ply surgical masks to staff to wear while on school grounds if staff or students may have forgotten a mask.

All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus. Reasonable mask breaks consistent with appropriate health and safety procedures are allowed. Students with documented medical or behavioral contraindications to face masks and cloth face coverings are exempt. A cloth face-covering or face shield should be removed for meals, snacks, naptime, or when it needs to be replaced. This includes family members and caregivers dropping off or picking-up students. CDPH guidelines call for individuals not able to wear masks to wear alternate PPE if able to do so (face shields with drapes, etc.).

In situations where a student is not able to wear a face covering due to a developmental delay, medical condition, mental health condition or disability, each student's individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

For Special Education Instructional Aides, Health Aides Special Education, Certified Occupational Therapy Assistants, and, on a case-by-case basis where close physical contact and/or assistance with bodily functions is required, the District shall also provide as appropriate in a case-by-case basis, one or some combination of the below mitigation measures:

- i. Regular N-95 masks will be available upon request.
- ii. Fit Tested N-95 Masks, will be assessed upon a supervisor request to Risk Management. Risk management will apply the assessment criteria promptly and consistently. The District will provide fit testing for members issued N-95 masks.
- iii. Face shields, including replacements as needed, cleaning materials and gloves to staff engaged in physically interactive symptom checks or working with students who cannot wear a mask and require assistance with bodily functions. The District shall provide fit testing for members issued N-95 masks.
- iv. Each Care Room will be supplied with 3 ply masks and face shields and gloves.
- v. An adequate supply of disposable gloves.
- vi. Disposable gowns.
- vii. One (1) handheld thermometer including batteries.
- viii. Physical Barriers Sneeze Guard/Plexiglass will be available at each school site for employees to use upon request and provided the use does not interfere with student needs or use for in-person student assessment.
- ix. Nothing in this section precludes a unit member and supervisor from engaging in a discussion regarding additional PPE.
- x. Unit members may bring their own PPE so long as the PPE complies with CDC guidelines.

C. Sanitation Stations

The District will ensure that hand washing stations and sanitizing supplies (including paper towels, tissues, hand sanitizer with at least sixty percent (60%) ethyl alcohol, and disinfectant wipes) are easily accessible in all areas frequented by staff.

D. Ventilation and Filtration

The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.

The above standards shall apply in each SCUSD facility classroom, auditorium, gymnasium, nurses' office, or other occupied area in which bargaining unit members are required to report to work.

3. Beginning on April 14, and then every two weeks thereafter, the SCUSD Assistant Superintendent for Facilities or his designee will provide to SEIU a list by school and classrooms of which classrooms are equipped with MERV 13 filters and those in which portable HEPA filters will be placed.
4. HVAC systems will begin running at least two (2) hours before the beginning of the school day and continue for at least two (2) hours after.
5. Occupied spaces will only be used if they are equipped with an HVAC system that provide for the introduction of outside air into the occupied space, or if they are equipped with functional CO2 Monitors.
6. Within two weeks of students returning to each school site, the site will be provided two (2) portable, battery-powered CO2 monitors, or loggers to check classrooms during their peak occupancy. Within two weeks of the resumption of in-person instruction at the site, District facilities staff will conduct a walk-through of each classroom while they are fully occupied to check CO2 levels, and will flag any classroom that registers over 1000 parts per million (ppm). If a classroom registers over 1000 ppm that classroom will not be used until the cause for the high CO2 level has been corrected. Certificated staff member may request a classroom check and be provided the use of the logger, if they detect an immediate problem or concern of a ventilation system failure.

The District will work with qualified third parties to conduct evaluations of its air ventilation and filtration systems with the targeted time-frame goals based on availability of materials. The District will work with its existing controls vendor to install compatible CO2 monitors by the fall semester of 2021-2022. The District will work with qualified vendors to engineer and install CO2 monitors in rooms that lack compatible controls with the existing building control system. The District's goal is to install these CO2 monitors by spring semester 2022. Finally, the District will retain a qualified 3rd party technician to complete a TAB report of all units by the end of spring semester 2022. A copy of that report will be provided to SEIU upon completion. The parties recognize that this issue may be revisited in subsequent negotiations about safety conditions related to the 2021-22 school year based on information that is more up-to-date after the expiration date of this agreement.

The District will apply for a grant pursuant to AB 841 to assess District HVAC units, provide general maintenance, adjust ventilation rates, filter replacement, and carbon dioxide monitor installation. If the District receives a grant pursuant to AB 841, the District will have a third-party review each and every HVAC unit in the District to ensure it is running at optimal efficiency.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per CDPH Industry Guidance.

Section IX: COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X: Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with Risk Management. If the District has a

concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

Accommodations may include, but are not limited to: the provision of personal protective equipment (PPE), heightened social distancing protocols, and remote working. If the unit member is unable to accept any accommodations, all unit members will be granted any and all available leaves under the CBA or state and federal leaves for which they qualify (e.g. permissive, FMLA).

In addition, the District recognizes that for many staff, the pandemic has created significant childcare issues, particularly as schools begin to reopen for in-person instruction across California. In an effort to provide some support, the District will:

- Allow impacted parents to bring their school age children to work to be included in the in person cohorts of their grade level at the school in which the parent is employed (or in their classroom (Instructional Aides)) provided there is space to accommodate the child, consistent with the social distancing and health and safety provisions of this agreement as well. Prior to bringing a school aged child to work the unit member shall complete a liability waiver. The unit member shall ensure that their child follows all established health and safety protocols, including but not limited to wearing a face mask, maintaining physical distancing and is not disruptive to student instruction and or other school business.
- Work with SEIU and the City of Sacramento to explore the possibility of childcare centers throughout the District, with a priority placed on addressing the childcare needs of SCUSD staff.

Section XI: Reopening Dates

SEIU employees currently working remotely will return to their work sites no later than three (3) work days prior to their school site returning to in-person learning, but no earlier than April 5, 2021, unless they otherwise require a reasonable accommodation that has been approved through normal District procedures.

For those SEIU employees who do not work at a school site and who have not yet returned to in person work, they will return to in person work as the needs of their department dictate, but no earlier than April 5, 2021.

The parties agree to the commencement of in-person instruction according to the following:

- a. April 8: Pre-K through 3 and all K-6 Special Day Class students
- b. April 15: All 4-6 grade students
- c. April 22: 7-12 Grade students

Recognizing the additional workload and other out-of-pocket related costs unique to the COVID-19 pandemic for SEIU members to support the transition to in person learning, including supporting effective implementation of health and safety protocols as outlined in the District's Return to Health throughout school sites, additional compensation of \$1,250 shall be provided to unit members. This payment shall be disbursed within sixty (60) days return to in person services and instruction.

In addition, those SEIU members who have been working on-site consistent with their regular work schedule since July 1, 2020, during the pandemic in preparation for the reopening of schools and providing needed services to our students while facing an increased risk which have enabled the District to be in a position to reopen on the dates listed above, including but not limited to Nutrition Service Workers, Technology Support Technicians, Facilities and Maintenance and Custodians, shall receive an additional one thousand dollars (\$1,000) stipend paid on a pro-rata basis according to the following schedule:

- July 1, 2020 to August 31, 2020--\$1000
- September 1, 2020 to October 31, 2020--\$900
- November 1, 2020 to December 31, 2020--\$800
- January 1, 2021 to February 26, 2021--\$700

Time spent on approved vacation or sick leave will be considered time worked for purposes of the payment of the above stipend. The payment of this stipend shall be disbursed within sixty (60) days return to in person services and instruction.

Employees who have been assigned work outside of their regular work classification may be eligible for out of class pay pursuant to Article 6.6 of the Collective Bargaining Agreement. The District will reimburse those employees who have been working remotely for allowable operating expenses a stipend of up to one hundred dollars (\$100) for the use of personal cell phones and internet, consistent with District policy and process and California Labor Code Section 2802(a).

Section XII: Onsite Training and Unit Member Preparation.

Onsite training related to health, safety, and site procedures, and unit member preparation will occur three days prior to students returning onsite. The actual dates will vary based on the date classes resume by grade level, as set forth in Section XII above.

As part of preparation, the District will provide training on the following subjects:

1. Health and Safety measures for maintaining student distancing and mitigation measures consistent with the Return to Health Plan (Hour Zero).
2. Procedures for admitting students onto campus consistent with the Return to Health Plan.
3. Procedures for welcoming students into classrooms and enforcing health and safety protocols consistent with the Return to Health Plan.
4. Spot cleaning and sanitation that is done in addition to the normal cleaning and sanitation performed by custodians consistent with the Return to Health Plan.
5. Special procedures determined by supervisors or the district for performing work in a Covid-19 environment.
6. Other trainings relevant to specific departments related to reopening of schools (Business, Attendance, etc.).

Staff who complete the training and preparation will be provided seven hundred fifty dollars (\$750).

Section XIII: Appropriate Staffing.

The District will comply with AB 86. The District will develop a plan pursuant to the requirements set forth in AB 86 including but not limited to the requirements under section 43522 (c):

(c) (1) Of the funds apportioned under paragraph (3) of subdivision (b) of Section 43521, a local educational agency shall use at least 10 percent of its apportionment to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. Supplemental instruction and support shall be prioritized for English learners and pupils who are individuals with exceptional needs. It is the intent of the Legislature that a local educational agency prioritize rehiring paraprofessionals subject to layoff or release after the expiration of the protections included for classified employees in Section 94 of Chapter 24 of the Statutes of 2020, and further increasing the number of paraprofessional staff to meet the requirements of this subdivision.

Section XVI: Non-precedent setting: This agreement is non-precedent setting.

Section XVII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2020-2021 traditional school year, unless extended by mutual written agreement.

For Sacramento City Unified School District



Jorge Aguilar, Superintendent

Date: 4/20/21

For Service Employees International Union

Karla Faucett

Karla Faucett, President

Date: 4/20/21

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Sacramento City Unified School District**

Name of Bargaining Unit: **Service Employees International Union (SEIU)**

Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **April 19, 2021** and ending: **June 17, 2021**

(date) (date)

The Governing Board will act upon the agreement on: **April 28, 2021**

(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual	Fiscal Impact of Proposed Agreement		
			Year 1	Year 2	Year 3
		Cost Prior to	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)
		Proposed Agreement			
		FY 20-21	FY 20-21	FY 21-22	FY 22-23
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6)	\$44,790,742.31			
			0.00%	0.00%	0.00%
2	Other Compensation Stipends		\$5,063,500.00		
			#DIV/0!	0.00%	0.00%
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$18,258,739.30	\$1,622,852.00		
			8.89%	0.00%	0.00%
4	Health/Welfare Plans	\$21,653,807.27			
5	Total Compensation - Add Items 1 through 4 to equal 5	\$84,703,288.88	\$6,686,352.00	\$0.00	\$0.00
			7.89%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$0.00			
7	Total Number of Represented Employees (Use FTEs if appropriate)	1255.00	1297.40		
8	Total Compensation <u>Average</u> Cost per Employee	\$67,492.66	\$5,327.77	0.00	0.00
			7.89%	0.00%	0.00%

9 . What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

There is not a salary increase related to the Safely Reopening Schools to In-Person Instruction Memorandum of Understanding between SEIU and the District. However, SEIU members will receive a \$750 stipend for conducting onsite training and support implementation of protocols related to health, safety and site procedures in preparation for students returning to in person instruction. SEIU members will also received a \$1,250 stipend for the recognition of additional workload and costs unique to the COVID-19 pandemic. In addition, SEIU members will receive a \$1,000 stipend on a pro-rata basis for staff who have been working on-site consistent with their regular work schedule since July 1, 2020 in preparation for the reopening of schools and providing needed services to students. SEIU members will also received up to a \$100 reimbursement for those employees who have worked remotely and incurred allowable operating expenses.

10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)

N/A

11 . Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The District is projecting approximately 6,750 stipends paid to 1,739 SEIU members.

12 . Does this bargaining unit have a negotiated cap for Health & Welfare Yes | No

If yes, please describe the cap amount.

The District pays 100% of employee only, employee + 1 and the Family rate for medical plans.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

SEIU members will be conducting onsite training and preparation to support the implementation of protocols related to health, safety and site procedures in prior to students returning to in person instruction.

C. What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The MOU will help the District return students and staff to in person learning while maintaining the necessary safety protocols related to the COVID-19 pandemic as prescribed by the Centers for Disease Control and Prevention, California Department of Public Health, California Department of Education, Cal/OSHA and the Sacramento County Department of Public Health. There will be impacts related to providing PPE, working with community based organizations on vaccinations, providing COVID-19 testing and health screenings. As well as improving ventilation and filtration throughout District sites. The District has been utilizing federal CARES Act funds and state COVID-19 relief funds to cover these added expenditures. The District purchased additional portable HEPA-rated air filtration units meeting the terms of this MOU at \$1.35M. The District will also be utilizing new state funds related to AB86 for reopening schools where the District is projected to receive roughly \$13.4M for in-person instruction less 1% for each instructional day that in-person instruction is not occurring.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If the State's adjusted COVID-19 case rate for Sacramento County exceeds 25 cases per 100,000 population or greater, all grade levels shall return to the full distance learning model.

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

The District will be utilizing restricted federal CARES Act & state COVID relief funds to cover the projected costs related to this MOU. The District will also be utilizing new state funds related to AB86 for reopening schools where the District is projected to receive roughly \$13.4M for in-person instruction less 1% for each instructional day that in-person instruction is not occurring.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

This is a MOU that will expire on the last day of school, June 17, 2021

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

|

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
SEIU**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$410,429,540			\$410,429,540
Remaining Revenues (8100-8799)	\$13,978,882			\$13,978,882
TOTAL REVENUES	\$424,408,422	\$0	\$0	\$424,408,422
EXPENDITURES				
Certificated Salaries (1000-1999)	\$156,732,212			\$156,732,212
Classified Salaries (2000-2999)	\$36,141,813			\$36,141,813
Employee Benefits (3000-3999)	\$109,258,077			\$109,258,077
Books and Supplies (4000-4999)	\$11,056,509			\$11,056,509
Services, Other Operating Expenses (5000-5999)	\$23,591,234			\$23,591,234
Capital Outlay (6000-6999)	\$70,783			\$70,783
Other Outgo (7100-7299) (7400-7499)	\$1,110,300			\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$6,700,447			-\$6,700,447
Other Adjustments	\$0			\$0
TOTAL EXPENDITURES	\$331,260,482	\$0	\$0	\$331,260,482
OPERATING SURPLUS (DEFICIT)	\$93,147,940	\$0	\$0	\$93,147,940
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,653,429			\$2,653,429
TRANSFERS OUT & OTHER USES (7610-7699)	-\$1,538,926			-\$1,538,926
CONTRIBUTIONS (8980-8999)	-\$89,509,863			-\$89,509,863
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$4,752,580	\$0	\$0	\$4,752,580
BEGINNING BALANCE	\$84,699,103			\$84,699,103
Prior-Year Adjustments/Restatements (9793/9795)				\$0
CURRENT-YEAR ENDING BALANCE	\$89,451,682	\$0	\$0	\$89,451,682
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$329,003			\$329,003
Reserved for Economic Uncertainties (9770)	\$11,951,919			\$11,951,919
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$77,170,761	\$0	\$0	\$77,170,761

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit: Restricted General Fund
SEIU

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$1,777,094			\$1,777,094
Remaining Revenues (8100-8799)	\$179,278,982	\$6,686,352		\$185,965,334
TOTAL REVENUES	\$181,056,076	\$6,686,352	\$0	\$187,742,428
EXPENDITURES				
Certificated Salaries (1000-1999)	\$55,151,780	\$5,063,500		\$60,215,280
Classified Salaries (2000-2999)	\$22,561,286			\$22,561,286
Employee Benefits (3000-3999)	\$67,723,442	\$1,622,852		\$69,346,294
Books and Supplies (4000-4999)	\$56,691,006	\$0		\$56,691,006
Services, Other Operating Expenses (5000-5999)	\$56,342,700			\$56,342,700
Capital Outlay (6000-6999)	\$3,226,885			\$3,226,885
Other Outgo (7100-7299) (7400-7499)	\$0			\$0
Direct Support/Indirect Cost (7300-7399)	\$5,752,871			\$5,752,871
Other Adjustments				\$0
TOTAL EXPENDITURES	\$267,449,969	\$6,686,352	\$0	\$274,136,321
OPERATING SURPLUS (DEFICIT)	-\$86,393,894	\$0	\$0	-\$86,393,894
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$0
TRANSFERS OUT & OTHER USES (7610-7699)				\$0
CONTRIBUTIONS (8980-8999)	\$89,509,863			\$89,509,863
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$3,115,970	\$0	\$0	\$3,115,970
BEGINNING BALANCE	\$8,349,508			\$8,349,508
Prior-Year Adjustments/Restatements (9793/9795)				\$0
CURRENT-YEAR ENDING BALANCE	\$11,465,478	\$0	\$0	\$11,465,478
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)				\$0
Reserved for Economic Uncertainties (9770)				\$0
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$11,465,478	\$0	\$0	\$11,465,478

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit: **Combined General Fund**
SEIU

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$412,206,634	\$0	\$0	\$412,206,634
Remaining Revenues (8100-8799)	\$193,257,864	\$6,686,352	\$0	\$199,944,216
TOTAL REVENUES	\$605,464,498	\$6,686,352	\$0	\$612,150,850
EXPENDITURES				
Certificated Salaries (1000-1999)	\$211,883,992	\$5,063,500	\$0	\$216,947,492
Classified Salaries (2000-2999)	\$58,703,099	\$0	\$0	\$58,703,099
Employee Benefits (3000-3999)	\$176,981,519	\$1,622,852	\$0	\$178,604,371
Books and Supplies (4000-4999)	\$67,747,515	\$0	\$0	\$67,747,515
Services, Other Operating Expenses (5000-5999)	\$79,933,935	\$0	\$0	\$79,933,935
Capital Outlay (6000-6999)	\$3,297,668	\$0	\$0	\$3,297,668
Other Outgo (7100-7299) (7400-7499)	\$1,110,300	\$0	\$0	\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$947,576	\$0	\$0	-\$947,576
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$598,710,451	\$6,686,352	\$0	\$605,396,803
OPERATING SURPLUS (DEFICIT)	\$6,754,047	\$0	\$0	\$6,754,047
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,653,429	\$0	\$0	\$2,653,429
TRANSFERS OUT & OTHER USES (7610-7699)	-\$1,538,926	\$0	\$0	-\$1,538,926
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$7,868,549	\$0	\$0	\$7,868,549
BEGINNING BALANCE	\$93,048,611			\$93,048,611
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$100,917,160	\$0	\$0	\$100,917,160
COMPONENTS OF ENDING BALANCE:	\$0			
Reserved Amounts (9711-9740)	\$329,003	\$0	\$0	\$329,003
Reserved for Economic Uncertainties (9770)	\$11,951,919	\$0	\$0	\$11,951,919
Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$77,170,761	\$0	\$0	\$77,170,761
Unappropriated Amounts - Restricted (9790)	\$11,465,478	\$0	\$0	\$11,465,478
Reserve for Economic Uncertainties Percentage	2.0%			2.0%

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit:	Combined General Fund SEIU		
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$412,206,634	\$427,330,645	\$427,165,890
Remaining Revenues (8100-8799)	\$199,944,216	\$129,882,398	\$115,604,311
TOTAL REVENUES	\$612,150,850	\$557,213,043	\$542,770,201
EXPENDITURES			
Certificated Salaries (1000-1999)	\$216,947,492	\$215,772,551	\$218,880,000
Classified Salaries (2000-2999)	\$58,703,099	\$58,770,246	\$60,070,720
Employee Benefits (3000-3999)	\$178,604,371	\$184,338,975	\$199,791,790
Books and Supplies (4000-4999)	\$67,747,515	\$33,826,033	\$15,810,237
Services, Other Operating Expenses (5000-5999)	\$79,933,935	\$87,201,795	\$75,935,632
Capital Outlay (6000-6999)	\$3,297,668	\$2,594,860	\$2,594,860
Other Outgo (7100-7299) (7400-7499)	\$1,110,300	\$1,110,300	\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$947,576	-\$1,072,670	-\$1,072,670
Other Adjustments	\$0	-\$1,018,312	-\$2,310,512
TOTAL EXPENDITURES	\$605,396,803	\$581,523,778	\$570,810,357
OPERATING SURPLUS (DEFICIT)	\$6,754,047	-\$24,310,735	-\$28,040,156
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,653,429	\$2,653,429	\$2,653,429
TRANSFERS OUT & OTHER USES (7610-7699)	-\$1,538,926	-\$974,926	-\$974,926
CONTRIBUTIONS (8980-8999)			
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$7,868,549	-\$22,632,232	-\$26,361,653
BEGINNING BALANCE	\$93,048,611	\$100,917,160	\$78,284,928
CURRENT-YEAR ENDING BALANCE	\$100,917,160	\$78,284,928	\$51,923,274
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$329,003	\$329,003	\$329,003
Reserved for Economic Uncertainties - Unrestricted (9770)	\$11,951,919	\$11,596,905	\$11,382,367
Reserved for Economic Uncertainties - Restricted (9770)	\$0		
Board Designated Amounts (9775-9780)	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$77,170,761	\$66,359,020	\$40,211,905
Unappropriated Amounts - Restricted (9790)	\$11,465,478	\$0	\$0

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$603,857,877	\$580,548,852	\$569,835,431
b.	State Standard Minimum Reserve Percentage for this District enter percentage:			
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$0	\$0	\$0

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$77,170,761	\$66,359,020	\$40,211,905
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)			
g.	Total Available Reserves	\$77,170,761	\$66,359,020	\$40,211,905
h.	Reserve for Economic Uncertainties Percentage	12.8%	11.4%	7.1%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 20-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 21-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 22-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A

6. Please include any additional comments and explanation of Page 4 if necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under the Memorandum of Understanding between the District and the Service Employees International Union, during the term of the agreement from April 19 to June 17, 2021.

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	_____
<u>Expenditures/Other Financing Uses</u>	_____
<u>Ending Balance Increase (Decrease)</u>	_____

N/A _____ (No budget revisions necessary)

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 28, 2021, took action to approve the proposed Agreement with the Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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