

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEIU LOCAL 1021

AND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

August 19, 2020

The Sacramento Unified School District (District) and Service Employees International Union (SEIU) agree to the following terms and conditions regarding affected employees identified below. The District will begin the 2020-2021 school year in Distance Learning. Many classified positions are directly impacted by the change of not having students return physically to school sites. Per Article 13 Transfer/Promotion of the collective bargaining agreement, the District may administratively transfer an employee. Article 13.4.1 provides:

In cases where changes are deemed essential and necessary in the best interests of the District, Associate Superintendent, Human Resources or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.

The parties agree to temporarily, during the COVID-19 crisis, waive any requirements pursuant to Education Code relating to classified employees working out of class that may be inconsistent with the terms of this agreement, including but not limited to Education Code section 45110.

SCUSD recognizes that the following classifications of employees have duties that are affected by a change in the educational delivery platform delivered by SCUSD.

- The changes specified in this MOU will not result in a loss of FTE for individual employees or in total for the bargaining unit.
- SCUSD will provide SEIU with a list of positions that are subject to having an employee reassigned into them.
- Employees will be offered alternative assignments by seniority pursuant to CBA Article 2.20.
- SCUSD will provide a list of employees who will continue with their regular assignments and a list of employees who will be offered reassignment.
- Lay-offs of classified employees will only happen per the terms of the CBA.
- Employees hours and days of work will continue to be assigned per the terms of the CBA.

Operational positions affected*

- Transportation (including Bus Drivers, Bus Attendant, Automotive Service Attendant, Bus Vehicle Mechanic, School Bus Driver, Instructor, Delegated Behind the Wheel Trainer, Transportation Over Enrollment Technician, Transportation Parts and Inventory Control Worker, Transportation Service Technician, Transportation Trip Scheduler and Transportation Scheduler/Dispatcher)
- Child Development (including Child Care Attendant, Child Development)
- Health Services (including Health Aide, Health Aide, Spec Education, Health Service Clerk)

Site or office-based positions affected*

- Campus Monitor, Campus Supervisor, Morning Duty, Noon Duty, Walking Attendant
- Career Information Tech, Library Media Tech – Assistant, Library/textbook Acquisition Tech, Library/Textbook Service Tech
- Materials Lab Technician -
- Office Support Personnel. (based on each site’s staffing level and as needed for partial reassignment for student/family engagement)

** Other positions may be identified once SCUSD is fully operational and the changing services are better understood. Additional affected classifications would be mutually reviewed by the District and SEIU.*

In accordance with this agreement, the District and SEIU agree that employees in these classifications may choose to perform other tasks and duties, even if out of their typical scope of responsibilities, during the time students are not attending school in-person. Per the agreement, affected employees will be offered a reassignment of duties that may be associated with a different job classification. Affected employees will not be compensated out-of-class pay for the reassigned duties nor will their typical work hours’ increase. It is understood that reassigned employees will not be performing the full job description of another position but may be performing some duties from another job description. The reassigned duties may include any of those listed below. The intent of the agreement is to minimize impact to the affected employees while simultaneously increasing services that have direct benefit to SCUSD and students. The intent of this agreement is to identify additional support as the District continues to evaluate the impact of the changing services needed as a result of the change in the District’s educational delivery platform for students.

As a District, it is important to begin thinking about NEW ways to support students and families during distance learning using available hours of our existing staffing and complete NEW grounds projects that otherwise we would not have personnel to complete. We are hoping to build capacity within our classified ranks as we add value to the experiences of our students. Affected employees will be offered a complete or partial reassignment during the time of distance learning for any of the following duties:

Reassignments for Positions in Operations

Employees currently in **operational positions** may be reassigned to complete any of these tasks or duties:

Building and Campus Beautification:

- Clean and disinfect classrooms and high-touch surfaces around campus
- Clean/Reorganize Operations and Maintenance storage areas
- Clean out District Office warehouse/inventory items for delivery
- Inventory desks and other equipment coming into the warehouse or preparing for delivery
- Organize freezers/inventory of appliances
- Clean central kitchens and cafeterias
- Organize and clean out empty or other rooms at school sites
- Paint interior and/or exterior of buildings
- Paint curbs and parking lots
- Power washing concrete/buildings and surfaces
- Wash windows
- Pick up trash/general clean up
- Restripe blacktop and cleaning up student parking lots
- Clean interior and exterior lunch tables
- Clean interior HVAC grills

- Clean/wipe down common areas including walls, pictures, etc.

Grounds Beautification:

- Clean, weed
- Pull weeds/abate weeds
- Trim bushes/trees
- Plant
- Pick up trimmings
- Spray weeds
- Spread mulch or bark
- Clean playground equipment
- Fill holes in fields
- Irrigation inspections

Student Nutrition:

- Meal packaging and distribution of meals and produce boxes curbside
- Driving and distribution of meals

Other tasks or duties may be generated in collaboration between SEIU and any of the Directors in maintenance and operations, nutrition services, transportation, technology/enrollment, or warehouse.

Reassignments for Site or Office-based Positions

Employees currently in **site or office-based positions** may be reassigned to complete any of these tasks or duties:

Student and Family Engagement

- Attend, prepare, or receive training related to:
 - General Safety
 - COVID-19
 - Mental Health Awareness
 - Suicide Prevention
 - Bi-lingual
 - Social-emotional learning (how to lead Community Circles and other student engagement lessons)
- Contact families (English, Spanish etc.,) for lunch, transportation, community resources, follow up for attendance/engagement, new information, technology, etc.
- Conduct home visits – (always two employees together - preferably with fluency in both English, Spanish etc.): confirming home address, offering community resources, checking in for lack of attendance/engagement, delivering food or other items. Employees will not be assigned to enter any homes.
- Hold Zoom (or other platform) meetings with students for community building, exercise/games, checking in (community circles) for students identified needing additional social-emotional support (lists identified and schedule created by site principal or designee)
- Tutor individual or small groups of students in reading or math for students identified needing additional academic support (lists identified and schedule created by site principal or designee)
- Assist reading intervention teacher with reading groups and/or with reading assessments
- Assist and support assigned teacher with breakout groups during instructional block of time
- Oversee students during homework/tutorial time/enrichment time – (this would be based upon the operational needs of the department assigned)

General Office and/or Organizational Duties

- Organize and clean individual Cumulative Student Files
- Purge Inactive Cumulative Student Files
- Inventory and organize supply rooms
- Inventory and assist with distribution of textbooks, computers or Chromebooks
- Prepare and distribute teachers' material at the site
- Others tasks or duties that may be generated in collaboration between site or department leadership and Association members.
- Bi-lingual translation support for parent engagement meetings
- Clerical work and document organization and preparation

Reassignment for Site-based Positions

Employees currently in **site-based positions** may be reassigned to complete any of these tasks or duties:

Childcare

- Attend training on safe protocols for school-aged child supervision
- Attend other trainings related to childcare practices
- Attend trainings, as relevant, for overseeing students in small cohorts of 10-12
- Assist students, as needed, with general guidance on logging into their distance learning
- Assist students, as needed, with general school work

Affected SEIU employees identified will have the following options:

- Express preference between:
 - Duties typically associated with general facilities maintenance OR duties typically associated with general grounds maintenance (employees in operations positions)
 - Duties typically associated with family/student engagement and general office duties OR duties typically associated with childcare and child supervision (employees in site or office-based positions)

Once reassignments of duties are offered, employees will select one of the following:

- Accept reassignment of duties (maintaining same rate of pay as current position and same or similar number of hours - start and end times of actual reassigned shift may be different)
- Follow District protocol for meeting with Supervisor and/or HR to review employee's options

The District and SEIU agree that reassigned employees will continue to be evaluated per the collective bargaining agreement timelines. However, any employee who receives "needs improvement" in Job Performance Standards while performing their reassigned duties shall not have an overall negative evaluation.

If an affected employee chooses to resign or take an unpaid leave, the District agrees to not actively contest the employee's filing for unemployment benefits. However, the District will fully comply with all requests for information from the Employment Development Department (EDD) or from Sacramento County Office of Education (SCOE).

The District and SEIU agree to meet prior to January 2021 to discuss any and all changes that may affect this agreement. This agreement applies to the 2020-2021 school session only and is not intended to establish a precedent or past practice.

Service Employees International Union (SEIU):

Karla Faucett

Chapter President or Designee

8/27/20

Date

Sacramento City Unified School District (SCUSD):

Jorge A. Aguilar

Jorge A. Aguilar, Superintendent

8/20/20

Date