

Thursday, March 25, 2021

6:05 p.m. 5.0 ***DISCUSSION/APPROVAL OF MEMORANDUM OF UNDERSTANDING***

Action Item

x The MOU also includes language that allows the parties to meet and confer to discuss revising the terms as state and federal guidance changes.

Financial Considerations: The expenses related to this Agreement are provided in the attached AB 1200 Disclosure document.

LCAP Goal(s):

Documents Attached:

1. MOU
2. AB 1200 Disclosure

<p>Estimated Time of Presentation: 15 Minutes Submitted by: Rose Ramos, Chief Business Officer; Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
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Memorandum of Understanding
Between

Sacramento City Unified School District (SCUSD)

&

Sacramento City Teachers Association (SCTA)

Safely Reopening Schools to In-Person Instruction/Services

March 20, 2021

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

("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.

A. General Safety Protections

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section II: County Risk Level. Sacramento County risk level is in the Red Tier as defined by

[Redacted]

Economy.

If the State's adjusted COVID-19 case rate for Sacramento County is 1.25

[Redacted]

continue to make free voluntary COVID testing available to students and staff during normal work hours at each school and provide that information to _____

[REDACTED]

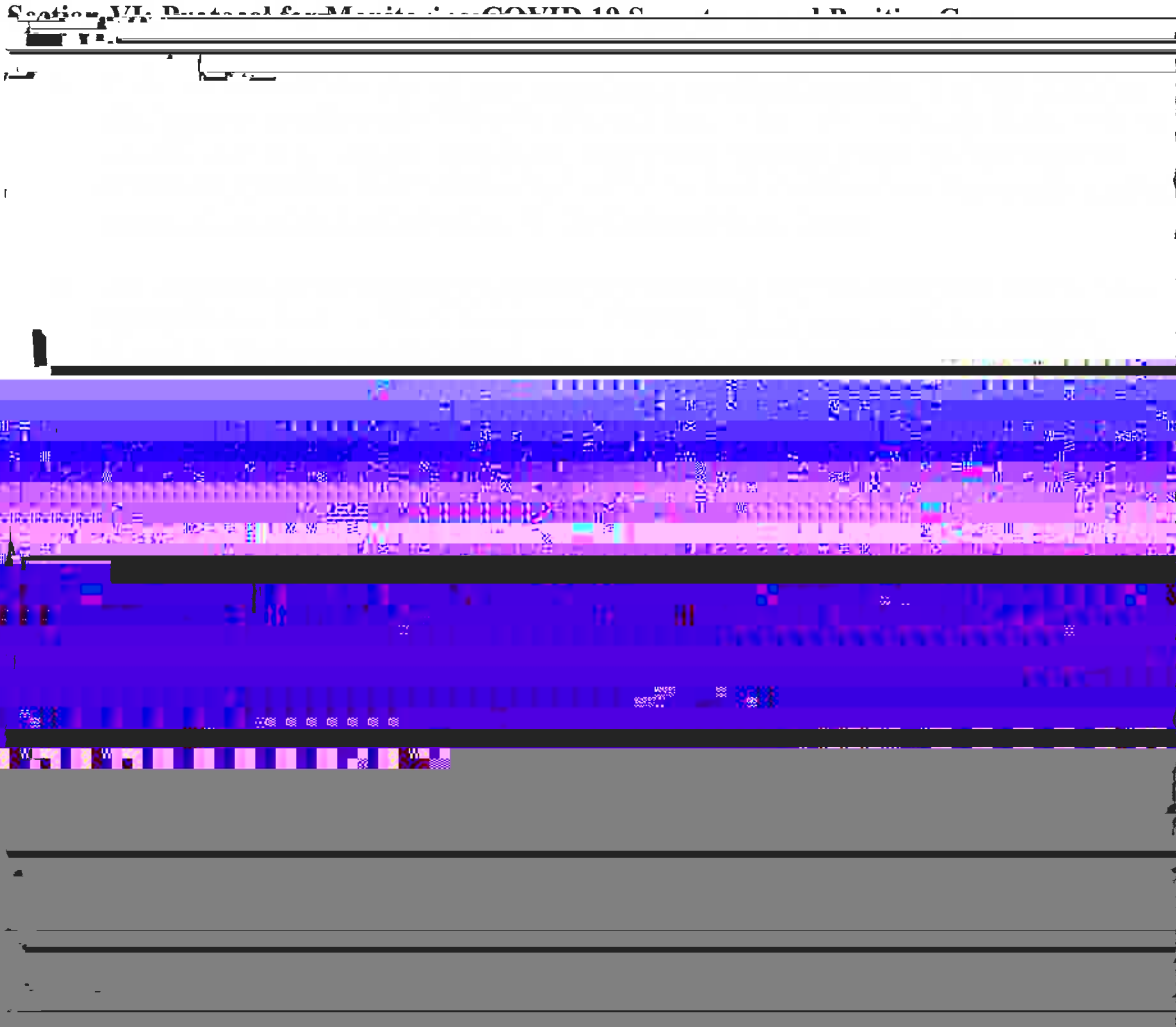
around time within forty-eight (48) hours of testing.

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

[REDACTED]

- 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



- 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 and 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.

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:

Information regarding COVID-19 related benefits to which the employee may be

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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~~

[REDACTED]

[REDACTED]

[REDACTED]

B. Face masks and Cloth Face Coverings

1. The District shall make available disposable 2 ply surgical masks to staff

while on school grounds if staff or students may have forgotten a mask.

2. All adults and students, including those in pre-school and PK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus. 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.).
3. 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

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.

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.

2. Beginning on April 14, and thereafter every two weeks thereafter, SCUSD shall provide a list of all occupied areas in which bargaining unit members are required to report to work, and the location of each air filtration unit in each of those areas.

report will be provided to SOTA upon completion. The parties agree that this issue

may be revisited in subsequent negotiations about safety conditions related to the 2021-22 school year, and based on information that is more up-to-date after the expiration date of this agreement.

The District will apply for a grant number 44-AD-0412 District #11110

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

Upon completion of their in-person teaching day pursuant to the attached schedules, unit members may remain in their classrooms or work from home during the remaining period of the workday, including when providing distance learning or targeted student supports via distance learning. Bargaining unit members may also work remotely for the collaborative and distance learning day on Mondays.

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 the 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. The process and decisions for employees engaging through the interactive process are not subject to the grievance process.

Requests for such accommodations will be considered on a case-by-case basis and only with

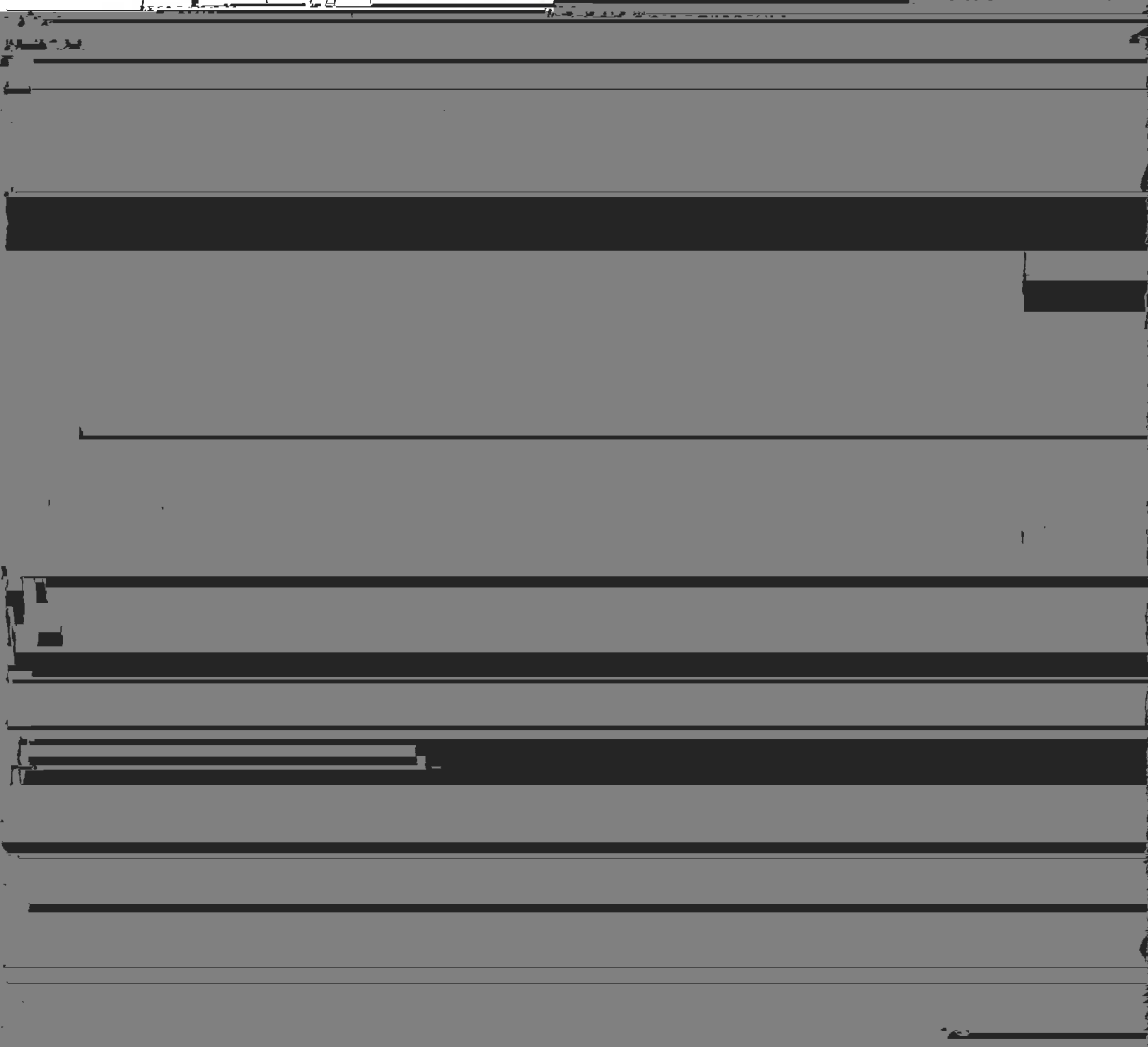
[REDACTED]

supporting medical documentation from their medical provider. Individuals who have submitted

[REDACTED]

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.

- Make reasonable effort to allow impacted parents with students in Sac City to be placed in a cohort that works best with their teaching assignment.
- Work with SCTA and the City of Sacramento to explore the possibility of child care



of SCUSD staff.

Section XI: Instructional Model

The parties will implement a Concurrent Instructional Model as set forth in Appendix A. The parties agree that there will continue to be a Distance Learning Only option available to students

School sites shall provide instruction to ensure continuity of learning for students remaining

As part of those three days of preparation, the District will provide training on the following:

[REDACTED]

subjects:

- i. Effective use of Universal Design for Learning to ensure access and instruction in the concurrent instructional model;
- ii. Using new technology to provide and enhance instruction;
- iii. Site health and safety protocols and procedures.

[REDACTED]

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

Section XVI: 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 the District:

For SCTA:

Superintendent

President



[Redacted signature area]

Elementary Learning Model

AA/BB

	Monday	Tuesday	Wednesday	Thursday	Friday
In person at School	Full Day DL	Group A	Group A	Group B	Group B
Learning from Home					
Lunch					

Within the constraints imposed within Article 5, work site schedules will be established by the site.

Administrator and the liaison committee. Work site schedules that will meet the requirements of satisfying transportation and nutrition needs of District students will be determined and provided to the administration by March 25, 2021 in order to make appropriate arrangements for transportation and nutrition services. These schedules will include, but not be limited to, student beginning and dismissal times, instructional periods, preparation times, staff beginning and dismissal times, and student recesses.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

breaks, student recesses, lunch periods for staff and students, and the workday or teaching schedule as applicable for individual members of the bargaining unit assigned to the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(date)

(date)

(date)

Annual Cost Prior to Proposed Agreement FY 20-21	Year 1 Increase (Decrease) FY 20-21	Year 2 Increase (Decrease) FY 21-22	Year 3 Increase (Decrease) FY 22-23
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1 Salary Schedule
(This is to include Step and Columns, which is
11

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

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

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Enter Bargaining Unit:	Restricted General Fund			
Column 1 Latest Board - Approved Budget Before Settlement	Column 2	Column 3	Column 4	

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit:	Combined General Fund		
	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)	\$193,257,864	\$129,882,398	\$115,604,311
TOTAL REVENUES	\$605,464,498	\$557,213,043	\$542,770,201
EXPENDITURES			
Certificated Salaries (1000-1999)			

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$597,171,525	\$580,548,852	\$569,835,431
b.	State Standard Minimum Reserve Percentage for this District <input type="text"/> 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	12.9%	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:

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

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