

Term Sheet for Modification of Return to In-Person Hybrid Instruction to Meet SB 86 Requirements

Between SEA and SUHSD

March 8, 2021

The following terms have been agreed to by the parties:

1. **Mandatory Return to In-Person Hybrid Instruction for all SEA Unit members not already having returned on May 3, 2021**, as all employees will have had the opportunity to be vaccinated by that date if they so desire.
 - A. Consistent with 6c of MOU dated February 8, 2021, in the event that an individual unit member who attempts to schedule their appointment timely within the first seven days of their quartile being eligible, is unable to complete the vaccination process (whether that is a one-step process like Johnson and Johnson or a two-step process that includes a required initial and second dose of the vaccine) due to Unforeseen Circumstances then the unit member and the principal/supervisor will adjust the unit member's mandatory date to report to the school site to ensure the unit member will be fully vaccinated including the two weeks needed to fully develop antibodies prior to being required to return to the classroom. Unit member will contact the principal to inform them about their unforeseen circumstances as soon as practicable after it occurs to ensure the principal can assist with scheduling to most timely ensure vaccination occurs. "Unforeseen Circumstances" may include but are not limited to disqualifying factors from being able to receive the vaccine on scheduled date, unforeseen illness, appointment canceled by provider, availability of required dose, excessive delays at vaccine site, family emergencies.
2. **SB 86:** While the District was already scheduled to reopen for In-Person Hybrid instruction under the 10% model as set forth in the February 8, 2021 MOU, the parties are entering into this modification of the agreement with the intent to open the District to hybrid instruction consistent with SB 86. (MOU's requirements of safety measures, maximum room capacity and social distancing standards shall be maintained. Whenever possible, while still allowing meeting the SB 86 threshold, 10% per day will be the target. For example: specialty programs such as EHA or Special Education numbers will be measured by maximum room capacity as opposed to threshold)

To meet the threshold requirements for SB 86 we must:

 - A. Invite 12th grade and all prioritized groups of students (e.g. foster, homeless, at-risk, abused/neglected, students with disabilities, English language learners, no internet/disengaged)
 - B. Provide in-person instruction at all school sites on every instructional day starting on or after April 1, 2021 but before May 15, for all of the above students who wish to return to in-person hybrid instruction, remain open (except where quarantined).
3. **April 12 – Voluntary Return to In-Person Hybrid:** The parties desire to open for in-person instruction consistent with SB 86 on or about April 12, 2021, but know that based on the current

number of teachers volunteering to return on April 12, 2021, that the SB 86 threshold will not be met. As such, to incentivize teachers to return to in-person hybrid instruction the following incentives will be offered:

- A. Teachers who return to in-person hybrid instruction for the entire period of time between April 12, 2021 and April 30, 2021 (except where on approved sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of April of 7%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.

The previous week will include the asynchronous days PD and prep days called for in the February 8, 2021 In-Person Hybrid Instruction MOU.

- B. Teachers with children of school age that need childcare due to school closures, may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children's safety and behavior; the district or other district staff cannot be responsible for the teacher's children's safety on campus. Further, the District is working to identify childcare sites to accommodate non-school aged and school aged childcare at no cost to teachers.
- C. On or about March 9, 2021 after 2:00pm, teachers will be resurveyed with the information about incentives specified to request commitments to return voluntarily for April reopening.
- D. If after surveying teachers, student and working with the school sites to determine how to serve all students required under SB 86, the parties are not able to identify sufficient teachers volunteering to return to serve the students required, the parties will revert to terms of the February 8, 2021 MOU related to students being selected for April 12, 2021 reopening, however the District commits to providing Section 3(B) access to childcare for any volunteers.

- 4. **May 3 – Mandatory Return to In-Person Hybrid:** The parties desire to maintain in-person hybrid instruction consistent with SB 86 through the end of the school year. Based on the continuation of in-person hybrid instruction, the following assistance is offered if we can meet SB 86 criteria:

- A. Teachers who return to in person hybrid instruction for the entire period of time between May 3 – June 4, 2021 (except where on approved sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of May and June of 2%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.
- B. Teachers with children of school age that need childcare due to school closures may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children's safety and behavior; the district or other district staff cannot be responsible for the teacher's children's safety on campus. Further,

the District is working to identify childcare sites to accommodate non-school aged and school aged childcare at no cost to teachers.

5. Parties acknowledge that under both the 10% MOU and SB 86 requirements to offer services to all students with disabilities, the special educators in moderate, mild/moderate, moderate/severe, and transition, and other similarly situated or self-contained classrooms may exercise the flexibility to modify their in person hybrid, synchronous, and asynchronous schedules to accommodate student needs so long as the 240 instructional minute requirements are satisfied. Parties acknowledge the February 8, 2021 commitment to determine how to serve all students with disabilities while simultaneously ensuring classroom safety prior to voluntary reopening.

The Parties agree that these Terms for Modification to meet the SB 86 requirements will become effective upon ratification of this document by SEA Bargaining Unit Members and approval by the SUHSD Board of Trustees.

For the Association:



3/8/2021

Dallsay Quitlen



Leo Hsu (Mar 8, 2021 15:55 PST)

Leo Hsu



John Cox (Mar 8, 2021 17:04 PST)

John Cox



Tere Harris



Lourdes A Renteria (Mar 8, 2021 17:13 PST)

Lourdes Renteria



Chad Cooper (Mar 8, 2021 15:56 PST)

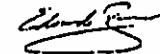
Chad Cooper
Executive Director STCU, CTA/NEA

For the District:



Scott Hendries 3-8-21
Scott Hendries 3-8-21 (Mar 8, 2021 16:06 PST)

Scott Hendries, Director of Labor Relations



Eduardo Reyes, Chief Human Resources Officer



Ana Maria Alvarez (Mar 8, 2021 16:08 PST)

Ana Maria Alvarez, Asst. Superintendent,
Teaching & Learning



Roman Del Rosario, Principal



Janea Quirk, Acting Asst. Supt, Facilities &
Operations



Jenny Salkeld, CFO



Michelle Sturm Gonzalez, Dir. Special Services



Jennifer Carbucla, General Counsel

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Sweetwater Union High School District

Name of Bargaining Unit: SEA Certified: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 3/22/2021
Date

A. Proposed Change in Compensation

Compensation	Total General Fund Unrestricted & Restricted Cost Prior to Proposed Agreement 2020-21 Second Interim 3/8/2021 (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement							
2. Salary Schedule - Increase (Decrease)	\$174,326,685	1,240,667	0.71%		0.00%		0.00%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.							
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$53,126,893	244,747	0.46%		0.00%		0.00%
5. Health/Welfare Benefits - Increase (Decrease)	\$21,000,169		0.00%		0.00%		0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$248,453,747	1,485,414	0.60%	-	0.00%	-	0.00%
7. Total Number of Represented Employees	1,825	1,825					
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$136,139	814	0.60%				

Impact on other Funds:

This agreement also impacts Fund 11 - Adult Education \$43,867. Funding for this MOU will be from the AB/SB 86 In-Person Instruction Grant.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	548,359,208
b. State Standard Minimum Reserve Percentage for this District	2.00%
c. P-2 ADA	36,360.37
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	10,967,184

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

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$10,938,133
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$26,745,685
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	
e. Total District Budgeted Unrestricted Reserves	\$37,683,818

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


Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

3-12-21

Date


 Chief Business Official
 (Signature)

3-12-21

Date

Contact Person: Nancy Picone

Telephone No.: 619.585.6081

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2:
in accordance with Education Code § 42142 and Government Code § 3547.5

3/22/2021

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved General Fund Unrestricted and Restricted Budget Before Settlement as of 3/8/2021	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	392,152,350			392,152,350
Remaining Revenues (8100-8799)	172,042,061			172,042,061
TOTAL REVENUES	564,194,411	0	0	564,194,411
EXPENDITURES:				0
1000 Certificated Salaries	203,886,065	1,240,667		205,126,732
2000 Classified Salaries	72,902,240			72,902,240
3000 Employee Benefits	128,845,834	244,747		129,090,581
4000 Books and Supplies	89,883,306			89,883,306
5000 Services and Operating Expenses	46,047,414			46,047,414
6000 Capital Outlay	356,245			356,245
7000 Other	4,952,690			4,952,690
TOTAL EXPENDITURES	546,873,794	1,485,414	0	548,359,208
OPERATING SURPLUS (DEFICIT)	17,320,617	(1,485,414)	0	15,835,203
OTHER SOURCES AND TRANSFERS IN	15,000			15,000
OTHER USES AND TRANSFERS OUT	32,848			32,848
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	17,302,769	(1,485,414)	0	15,817,355
BEGINNING BALANCE	28,858,891			28,858,891
CURRENT YEAR-ENDING BALANCE	46,161,660			46,161,660
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	6,546,825			6,546,825
Restricted (9740)	1,931,017			1,931,017
Committed (9750/9760)				0
Assigned (9780)				0
Reserve Economic Uncertainties (9789)	10,938,133			10,938,133
Unassigned/Unappropriated (9790)	26,745,685			26,745,685

Funds from AB/SB 86 In-Person Instruction Grant will be used to cover the costs related to this MOU.

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

On March 8, 2021, Sweetwater Union High School District (SUHSD) and Sweetwater Educators Association (SEA) agreed to the Term Sheet for Modification of Return to In-Person Instruction to meet SB 86 Requirements.

The parties are entering into this modification of the agreement with the intent to open the District to hybrid instruction consistent with SB 86 on or about April 12, 2021, but know that based on the current number of teachers volunteering to return on April 12, 2021, that the SB 86 threshold will not be met. As such, teachers who return to in-person hybrid instruction for the entire period of time between April 12, 2021 and April 30, 2021 (except where on approved sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of April of 7%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.

Teachers who return to in person hybrid instruction for the entire period of time between May 3 – June 4, 2021 (except where on approve sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of May and June of 2%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.

B. Proposed negotiated changes in non-compensation items.

Teachers with children of school age that need childcare due to school closures, may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children's safety and behavior; the district or other district staff cannot be responsible for the teacher's children's safety on campus. Further, the District is working to identify childcare sites to accommodate non-school aged and school aged childcare at no cost to teachers.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

The negotiated impacts continue to support school sites by creating a plan to return to in-person learning.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language

On or about March 9, 2021 after 2:00pm, teachers will be resurveyed with the information about incentives specified to request commitments to return voluntarily for April reopening. If after surveying teachers, student and working with the school sites to determine how to serve all students required under SB 86, the parties are not able to identify sufficient teachers volunteering to return to serve the students required, the parties will revert to terms of the February 8, 2021 MOU related to students being selected for April 12, 2021 reopening, however the District commits to providing Section 3(B) access to childcare for any volunteers.

E. Source of funding for proposed agreement

1. Current Year:

Funding for this MOU will be from AB/SB 86 In-Person Instruction Grant.

2. How will the ongoing cost of the proposed agreement be funded in future years?

This agreement is for the 2020-21 school year only.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?

This agreement is for the 2020-21 school year only.