



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.4

**Meeting Date:** March 4, 2021

**Subject:** Approve Memorandum of Understanding (MOU) Special Education Assessments While in a Distance Learning Model and AB1200 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 SCTA regarding providing Special Education One-to-One Assessments.

**Background/Rationale:** The MOU contains the following key provisions:

1. The MOU allows the District to conduct special education assessments in-person, which means the District's students who required an assessment that could not be performed virtually will now, for the first time since mid-March 2020, receive an assessment for purposes of identifying them as a student with a disability and ensuring they receive necessary services and supports or monitoring the progress of our previously identified students with disabilities thereby allowing adjustments as needed to the services and supports they are currently receiving.
2. Staff who volunteer will return to our campuses for purposes of conducting these assessments in-person.
3. Staff who work outside of their school day to address the backlog of assessments will receive additional compensation at their hourly rate for up to a total of 10 hours in a week.
4. While the District and SCTA continue to discuss air filtration and ventilation, these assessments will take place at school site classrooms with at least a MERV 13 level air filter or outside of the classroom where space is available and privacy can be maintained.
5. Beginning work on these assessments and reaching the District's goal of reducing the backlog of assessments by 20% each month will move the District forward toward compliance with the January 19, 2021 CDE directive to the District.
6. If the District does not get a sufficient number of volunteers from its teachers and specialists who are credentialed to conduct these assessments, the agreement

allows the District to work with outside agencies and retirees for support in reducing the backlog of assessments.

7. The agreement provides for personal protective equipment and safety mitigation measures to ensure that our employees who conduct these assessments in-person and the students being assessed are safe and state and local health guidelines are followed.

**Financial Considerations:** The direct expenses related to this Agreement are capped at \$4 Million. Additional expenses would be incurred for working with outside agencies and/or retirees to reduce the backlog of assessments.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. MOU Special Education Assessments
2. CDE Investigation Report of January 19, 2021

**Estimated Time of Presentation:** 10 Minutes.

**Submitted by:** Christine Baeta, Chief Academic Officer; Raoul Bozio, In House Counsel

**Approved by:** Jorge A. Aguilar, Superintendent

Proposed Memorandum of Understanding  
Between  
Sacramento City Unified School District (SCUSD)  
&  
Sacramento City Teachers Association (SCTA)  
**Special Education Assessments While in a Distance Learning Model**

February 26, 2021

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento City Teachers Association (“SCTA”), collectively “the Parties” regarding in-person special education assessments while the District is in a distance learning model.

1. The District is responsible for providing Special Education assessments as required by state and federal law.
2. Legally required special education assessments that cannot be effectively, reliably, or otherwise conducted virtually will be provided in-person on a one-to-one basis, that is, one teacher or service provider and one student, unless a student’s needs specifically requires an additional staff person.
3. Staffing may include a teacher/service provider, and including but not limited to program specialist, school psychologist, school nurse, school social worker, speech therapist, behavior specialist.
4. Participation by District employees represented by SCTA shall be on a voluntary basis. If there is an insufficient number of qualified unit member volunteers available to conduct the required, in-person special education assessments set forth in #2, above, to conduct in-person special education assessments to meet the District’s goal of completing 20% of overdue assessments per month through June 30, 2021, the District may seek outside contractors or retirees to conduct the in-person assessments. The District will provide SCTA with the number of outside contractors or retirees hired to conduct such in-person assessments, and any and written agreements between the District and such service providers. Additionally, the use of outside contractors or retirees in this extraordinary, temporary situation, shall not constitute a waiver of the District’s prior agreement with SCTA that prohibits subcontracting of bargaining unit work.
5. Participating SCTA-represented employees who commence providing assessment may elect to withdraw from participation. Employees who withdraw will be make reasonable efforts to provide at least 48-hour notice to the District prior to withdrawing.
6. In-person assessment will be conducted during the regular work hours of the employee. The District agrees to adjust the workload for those staff who are conducting the assessments during regular hours to accommodate the extra time required to conduct the assessments.
7. In order to minimize the disruption to student instruction and meet the District’s goal of completing 20% of overdue Special Education assessments each month, the District will authorize, as needed, additional hours outside of the employee’s workday (up to a total of ten hours per week for full-time employees with part time employees provided a pro-rata amount) to conduct assessments of students with suspected disabilities or disabilities, write IEP reports and complete other IEP paperwork, effective upon the execution of this agreement. Such additional hours will be paid at the employee’s Hourly Contractual Rate. For purposes of this paragraph, the employees eligible for additional hours are those on the IEP teams for the overdue Special

Education assessments. The total amount to be paid to bargaining unit members on those IEP teams pursuant to this paragraph shall not exceed \$4 million for the remaining four months of the 2020-2021 school year (March, April, May, and June).

8. In-person Special Education assessments will occur only by appointment.
9. For assessments conducted outside of the employee's regular workday, if the scheduled student is absent without providing at least a six-hour notice, the SCTA-represented employee shall be paid for assessing another available student or for completing assessment reports.
10. In-person assessment will occur either outdoors (when confidentiality can be maintained) or in an approved room or area with sufficient space for full compliance with state and county health and safety guidelines and agreed-upon social distance protocols and appropriate ventilation, air filtration and air circulation. Standards for classrooms to be approved for in-person Special Education assessments are set forth below.
11. Within ten (10) days of the execution of this agreement, each group of professionals (i.e. Psychologists, Speech Specialists, Behavior Intervention Specialists, School Nurses, Social Workers, Special Education Teachers, and other affected job classifications ) who may be conducting in-person assessments under these circumstances, will use existing paid time provided by the Collective Bargaining Agreement designated to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies. This will include consideration of assessments that are conducted virtually.
12. The District will provide the needed assessment supplies and materials to provide appropriate and safe virtual and in-person special education assessments. This may include alternative tools or technologies to facilitate social distancing as appropriate to each discipline; separate testing materials to eliminate cross contamination; and additional test kits, and other materials.
13. While the District and SCTA continue to discuss the filtration and ventilation standards for the rooms to be used for in-person Special Education Assessments, the District will commence in-person special education assessments only in those classrooms or other alternative spaces that are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better. The assessments may be provided in locations other than the home school of the student if classroom or workspace that meets this standard is not available at the student's home school. The District will provide a verification form signed by Assistant Superintendent for Facilities that identifies which classrooms by worksite are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better.
14. The District expects to reduce the District's overdue assessments by twenty percent (20%) per month in addition to completing any assessments that are due in a given month.

In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health and the Sacramento County Department of Public Health (SCDPH) regarding school re-openings, in-person Special Education assessments may commence when the following health and safety conditions and protections have been met and verified:

A. COVID Testing, Daily Screening, Contact Tracing:

1. COVID TESTING: 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 the District must maintain all other public health strategies already in practice. Before students return to school sites for in-person assessments, the District shall provide voluntary COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary asymptomatic COVID testing available to students and staff during normal work hours with every effort made to ensure result turnaround time within forty-eight (48) hours of testing. The District shall continue asymptomatic testing students and staff at least every two (2) weeks while Sacramento County remains in the “red tier” (or more frequently as indicated in the CDPH School Guidance testing cadence when community case rates are higher). Non-District staff shall 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.

2. **CONTACT TRACING:** In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.
3. **DAILY SCREENING:** Site-based, daily screenings will be verified by identified staff trained in screening protocols.

**B. Participant Protections:**

1. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus, classroom, and meeting space that has been verified by the Assistant Superintendent for Facilities, as set forth in paragraph 13 above.
2. All students, staff and parents/guardians are required to wear face coverings at all times.
3. If a child refuses to keep a mask or face covering on when testing, the assessor will reschedule the assessment. 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 needs will be considered in consultation with their health provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants. If a medical recommendation is made for a student not wearing a mask, the assessment shall be provided using staff PPE, including but not limited to face covering and face shield.
4. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation.
5. Hand sanitizer will be provided for all staff, students and parents/guardians.
6. Each facility will have a pre-designated drop-off and pick-up location for students.
7. Each classroom will be sanitized on at least a daily basis, and after each assessment.
8. Individuals may wear a face covering of their own choosing that meets the state and county guidelines, however, face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student with mutually-approved Face Coverings sufficient to accommodate the specific assessment being administered.
9. Face Shields will be provided for staff and student upon the request of the staff person or student.

10. Classrooms will be equipped with Plexiglass barriers or shields, or both.
11. The District will provide hand sanitizer or hand washing stations at each location, as well as disinfectant, which may be wipes or sprays.
12. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper) so that materials will only be used once per day. The District will sanitize materials after each use, as necessary.
13. Students and parents will be directed to use the public restroom.

This MOU addresses only the in-person Special Education assessments set forth in this MOU for the 2020-21 school year and does not preclude continued discussion between the District and SCTA on additional in-person assessments and other working conditions related to the reopening of schools.

This MOU expires on June 30, 2021 unless the Parties mutually agree, in writing, to extend it.

**For the District:**



Superintendent  
Jorge A. Aguilar

Date: 2/27/21

**For SCTA:**



President  
David Fisher

Date: 2/27/21

**CALIFORNIA DEPARTMENT OF EDUCATION**  
**Investigation Report**  
**Case S-0297-20/21**

<b>Public Agency</b> Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	<b>Complainant</b> Lauren Lystrup 2111 J Street, Suite 406 Sacramento, CA 95816
<b>Special Education Director</b> Becky Bryant, Director, Special Education Sacramento City Unified School District	<b>Parent</b> Various
<b>Special Education Local Plan Area (SELPA)</b> Becky Bryant, Director Sacramento City Unified SELPA	<b>Student</b> Various
<b>Complaint Received</b> November 20, 2020	<b>Report Mailed</b> January 19, 2021

**INVESTIGATION PROCEDURES**

The investigation and conclusions are based on the investigator’s review of materials and documents provided by the Complainant and the District, as well as telephone contacts with the Complainant on December 2, 2020, and the District on December 16, 2020. Emails were exchanged with the Complainant on November 24 and December 2 and 23, 2020, and January 7, 2021, and the District on December 3, 16, 17, 22, 23, 24, and 30, 2020, and January 4 and 8, 2021.

This is a student specific complaint that also alleges district-wide issues for other similarly situated District students. The student in the case is referred to as “Student One.” Other District students are referred to as “Students.”

A complaint filed with the California Department of Education (CDE) shall allege a violation of the federal Individuals with Disabilities Education Act (United States Code, Title 20, sections 1400 et seq.), or a provision of this part, that occurred not more than one year before the date the complaint is received by the CDE, pursuant to California *Education Code (EC)* Section 56500.2 and *Code of Federal Regulations*, Title 34 (34 *CFR*), Section 300.153(c).

The investigation period associated with this complaint investigation is November 20, 2019, to November 20, 2020; however, the report includes a chronology of events outside of the one-year timeframe to provide context.

## **SUMMARY OF THE ALLEGATION**

The Complainant alleges the District failed to comply with requirements pertaining to evaluations set forth in *EC* Section 56043(f)(1), when the District did not conduct or complete special education assessments for students within 60 days of receiving signed assessment plans since June 1, 2020.

## **APPLICABLE CITATIONS**

*EC* Section 56043(f)(1) implements 34 *CFR* Section 300.303.

*EC* Section 56043(f)(1) requires:

(f)(1) An individualized education program [IEP] required as a result of an assessment of a pupil shall be developed within a total time not to exceed 60 calendar days, not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays, from the date of receipt of the parent's or guardian's written consent for assessment, unless the parent or guardian agrees in writing to an extension, pursuant to Section 56344.

## **FINDINGS OF FACT**

### Student One

1. Student One was ten years old and in the fourth grade during the timeframe of the complaint and qualified for special education under the eligibility category of emotional disturbance with a secondary category of other health impairment. The student's triennial reevaluation was due by April 17, 2020. An IEP amendment meeting was held on May 29, 2019, where the educational rights holder expressed concerns about further assessment for student; and on June 13, 2019, the District provided the educational rights holder an early assessment plan for the triennial evaluation. The District began assessing the student in September 2019. The student was not enrolled in the District from October to December 2019. On June 1, 2020, the District convened an annual and interim IEP meeting where a new assessment plan was created to include an updated psychoeducational assessment since the IEP team never reviewed the September 2019 assessment information. Evidence for this finding is based on the June 13, 2019, assessment plan; the June 1, 2020, IEP, signed by the educational rights holder in agreement but with exceptions not related to assessments on June 26, 2019; the June 1, 2020, assessment plan, and the January 4, 2021, email from the District to the CDE.
2. The last day of the 2019–20 school year was May 28, 2020. Evidence for this finding is based on the District's 2019–20 calendar.



3. The educational rights holder provided the District with the signed June 1, 2020, assessment plan on June 26, 2020. Evidence for this finding is based on the June 1, 2020, assessment plan, signed in consent on June 26, 2020.
4. From May 29 to September 2, 2020, the District was closed due to summer vacation. The first day of school was September 3, 2020, requiring the student's assessments to be completed and an IEP meeting held to discuss the assessment results, by November 2, 2020. Evidence for this finding is based on the District's 2019–20 and 2020–21 calendars.
5. On October 28, 2020, the District convened an IEP meeting for the student. The student's assessments had not been completed, and the IEP team discussed the student's pending assessments. The District stated that due to the student's needs, assessments would have to be completed in person; however, due to the Coronavirus Disease 2019 (COVID-19) pandemic, the District was not conducting in-person assessments. Evidence for this finding is based on the October 28, 2020, IEP, signed by the educational rights holder in agreement but with exceptions on November 19, 2020.
6. The District acknowledges that it has not completed the student's assessments to date. Evidence for this finding is based on the December 24, 2020, District response to the complaint.

#### District Wide Assessments

7. On March 16, 2020, the District closed due to COVID-19 and reopened via distance learning on April 13, 2020. Evidence for this finding is based on the District's December 24, 2020, response.
8. The District has special education policies and procedures in place for documenting and responding to initial special education evaluations, re-evaluations, and related procedural safeguards for parents and timelines as required by state and federal regulations. Evidence for this finding is based on the District special education policies and procedures, administrative regulation-6164.4, dated November 16, 1998, and April 15, 2002, and the District's 2018–19 special education handbook.
9. As of October 9, 2020, the District counted 325 initial assessments overdue and did not provide numbers for the initial assessments actually conducted, nor for the number of re-evaluations administered or overdue. Additionally, the District counted over 1,000 triennial assessments overdue and did not provide numbers for the triennial assessments actually conducted. The District acknowledges that during the period of time when schools have been closed due to the COVID-19 pandemic, when the District was only open for distance learning, it has not been able to complete assessments or hold IEP meetings to discuss those assessments, within 60 days of receiving parental consent. Evidence for this finding is based on the

March 2020 to November 2020 student lists; the December 24, 2020, District response to the complaint; and the January 8, 2021, email from the District to the CDE.

**Conclusion** (Student One)

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not complete special education assessments within 60 days of receiving the educational rights holder's consent to assess the student. **The District is out of compliance.**

**Conclusion** (District Wide Assessment)

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not, during the period of COVID-19 distance learning, submit evidence of either completing special education assessments as listed on signed assessment plans, or convening IEPs to discuss the results of said assessments, within 60 days of receiving parental consent. **The District is out of compliance.**

**SUMMARY CONCLUSION**

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not provide evidence of administering, conducting, or completing initial and triennial special education assessments, or holding related IEP meetings within 60 days, during the period of physical school closure, from June 1 to November 20, 2020, when the District was open for distance learning. **The District is out of compliance.**

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**REQUIRED CORRECTIVE ACTIONS**

**Student One**

1. For Student One, on or before February 22, 2021, the District shall provide evidence that it has completed the student's assessments, convened an IEP meeting to review them, and determined the student's services. If the IEP team determines compensatory services are needed, over and above the regular IEP services for the student, the District shall also provide the educational rights holder a plan for the provision of compensatory services, if agreed to by the educational rights holder, based on the delay in completing the assessments and timely holding and completing the IEP. Acceptable evidence should include a copy of the completed assessment report(s), the completed IEP, and the compensatory service plan if applicable.

Student One and District Wide

2. On or before February 2, 2021, the District special education director or designee shall provide this report to the District's board of education. Acceptable evidence should include a copy of the meeting notes.
3. On or before February 2, 2021, the District shall provide a training to all District special education assessment administrators, school site special education case managers, and assessment service providers, regarding *EC* Section 56043(f)(1) and the findings of this case, with a directive to comply with the law. Acceptable evidence should include a copy of the training agenda and a list of recipients and training participants, including their titles and verification of attendance. Training by webinar or other electronic means is acceptable, and dividing training sessions to accommodate the scheduling needs of attendees is acceptable.
4. On or before February 2, 2021, the District shall provide the CDE a list of students who have either an overdue initial or triennial reevaluation assessment. The list shall include the name of the student, the original initial/triennial due date, the current progress on the students' assessments, and the date in which an IEP meeting will be held to review assessment data. Acceptable evidence should include a copy of the list.
5. On or before February 2, 2021, the District shall develop a plan, using the information in the list prepared in response to corrective action four above, that ensures all overdue assessments from March to November 20, 2020, will be completed by July 30, 2021. The plan must include the number of assessments that will be completed weekly and by whom, whether District staff or qualified, non-District, contracted assessors. Acceptable evidence should include a copy of the plan.
6. On or before February 19, 2021, the District shall provide evidence of written communication with the individual affected parents/guardians of the students in the lists compiled corrective action 4, that describes the District's plan for completing the individual student assessments respectively. Acceptable evidence should include copies of the letters.
7. On or before July 30, 2021, the District shall have provided the CDE with weekly spreadsheets or weekly reports, between the date of this report and July 30, 2021, showing outstanding assessments and IEP meetings to discuss assessments completed, as identified in the plan prepared in response to corrective action five above. Acceptable evidence should include a copy of the weekly spreadsheet or report.
8. On or before July 30, 2021, based on the students' completed IEPs, if the IEP teams determine compensatory services are needed, over and above the regular IEP services for the students respectively, the District shall provide letters to the parents/guardians respectively, with a plan for the provision of compensatory services

as appropriate, if agreed to by the parent/guardian, based on the delay in completing the assessments and timely holding and completing the IEPs. Acceptable evidence should include a copy of the students' IEPs and plans for providing compensatory services over and above the regular services already included in the students' IEPs, if applicable.

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## **RECONSIDERATION NOTICE**

The findings in this investigation report are specific to this case. While general rules are cited, findings in other investigations may differ due to the facts and issues in each case.

Within 30 days of the "Report Mailed" date on this CDE report, either party may request reconsideration [*California Code of Regulations*, Title 5, Section 3204]. The request for reconsideration must state and explain the reason for the request based on one or more of the following:

1. The report lacks material findings of fact
2. The material findings of fact in the report are unsupported
3. The legal conclusion in the report is inconsistent with the law
4. The corrective actions in the report fail to provide proper remedy

Pending the Superintendent's reconsideration, the Department report, including corrective actions remains in effect and enforceable.

A request for reconsideration of the CDE's Investigation Report must be postmarked within 30 days of the "Report Mailed" date on the CDE report and sent to:

**Ana Marsh, Education Administrator II**  
**Complaint Resolution Unit**  
**California Department of Education**  
**1430 N Street, Suite 2401**  
**Sacramento, CA 95814**  
**916-445-4623 Phone**  
**916-327-8878 Fax**

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Evidence of required corrective actions or questions regarding corrective actions shall be directed to:

**Donna DeMartini, Education Administrator I**  
**Focused Monitoring and Technical Assistance Unit Two**  
**California Department of Education**  
**1430 N Street, Suite 2401**  
**Sacramento, CA 95814**  
**916-445-4632 Phone**  
**916-327-0326 Fax**

If compliance is determined in this investigation and no corrective actions are required, consider this case closed.

Ana Marsh  
Education Administrator II  
Complaint Resolution Unit

Melissa Branson  
Education Administrator I  
Complaint Investigation Unit I

Jane Canty  
Education Administrator I  
Complaint Investigation Unit II

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California Department of Education  
Special Education Division

# PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

For submission to the governing board and the county superintendent of schools,  
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)  
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

**Sacramento City Unified School District** School District

BARGAINING UNIT: Sacramento City Teachers Association

Certificated       Classified

### PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: 3/1/2021  
and ending on: 6/30/2021

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	N/A		
Reopeners: Yes or NO ?			

if Yes, What Areas? N/A

To be acted upon by the Governing Board at its meeting on:	3/4/2021
Date of governing board approval of budget revisions	<b>3/18/2021</b>
Budget Revisions to be submitted no later than 45 days after approval:	3/19/2021

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments provide a detailed report upon approval of the district governing board.

### GENERAL

#### STATUS OF ALL BARGAINING UNIT AGREEMENTS

	Unit	Status	# FTE Represented
Certificated:	SCTA	not settled	2210.7
Classified:	all other bargaining groups	not settled	1253.5
Other:	Non-represented	not settled	257.3

#### NARRATIVE OF AGREEMENT:

Provide a brief narrative of the proposed changes in compensation and attach a copy of the Tentative Agreement.

The memorandum of understanding (MOU) is between the Sacramento City Unified School District and the Sacramento City Teachers Association regarding in-person special education assessments while the District is in a distance learning model. The total amount to be paid to bargaining unit members on those IEP teams pursuant to the MOU shall not exceed \$4 million for the remaining four months of the 2020-2021 school year (March, April, May, and June).

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**Sacramento City Unified School District** School District

## COMPENSATION PROVISIONS

### SALARIES: PERCENTAGE INCREASE/DECREASE IN SALARIES IN PROPOSED AGREEMENT:

COMPENSATION		Fiscal Impact of Proposed Agreement			
		Current Year	Year 2	Year 3	
		2020-21	2021-22	2022-23	
1a.	Salary cost before agreement (latest board approved budget and multi-year projection)	\$ 198,157,609	\$ 200,822,149	\$ 203,528,255	
1b.	Step & Column Increase (Decrease) included in total salary cost	0.00%	1.60%	1.60%	
1c.	Statutory benefits cost before agreement (latest board approved budget)	\$ 39,829,679 20.10%	\$ 38,256,619.38 19.05%	\$ 43,046,225.93 21.15%	
1d.	CY Health & Welfare Benefits cost before agreement	\$ 51,483,245	\$ 55,859,320	\$ 60,328,066	
2.	Step & Column - Increase (Decrease) due to settlement	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
3.	Salary Schedule - Increase (Decrease) due to settlement	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
4.	Other Compensation - Increase (Decrease) (Stipends, bonuses, retro pay. Etc.)	Cost (=/-)	\$ 4,000,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
		Description			
5.	Other Salary changes - increase (decrease) FTE	Cost (=/-)	\$ -	\$ -	\$ -
		FTE		-	-
6.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, OASDI, Medicare etc.	Cost (=/-)	\$ 804,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
		Description			
7.	Health & Welfare Benefits - Increase (Decrease) (Medical, Dental, Vision, Life Insurance, etc.)	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
		Description			
8a.	Total Salary - Increase (Decrease) (total Lines 2 - 5)	Cost (=/-)	\$ 4,000,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
8b.	Total Salary Increase including step (lines 1b + 8	2.02%	1.60%	1.60%	
8c.	Total Salary after settlement	\$ 202,157,609	\$ 200,822,149	\$ 203,528,255	
9a.	Total Compensation - Increase (Decrease) (total Lines 2 - 6)	Cost (=/-)	\$ 4,804,000	\$ -	\$ -
		Percent	1.66%	0.00%	0.00%
9b.	Total compensation after settlement	\$ 294,274,533	\$ 294,938,088	\$ 306,902,547	
10.	Total Compensation Cost for AVERAGE Represented Employee - Increase (Decrease)	FTE	2,210.70	2,210.70	2,210.70
		Pre-Settlement	\$ 126,900	\$ 126,900	\$ 126,900
		Post Settlement	\$ 126,900	\$ 126,900	\$ 126,900
		Percent	0.00%	0.00%	0.00%
11.	Cost of 1% after above compensation (salary and statutory benefits)	\$ 2,427,913	\$ 2,390,788	\$ 2,465,745	
12.	Please indicate if Health/Welfare Benefit Capped : <i>(Indicate details such as different caps per health plans or any super composite rates)</i>				
	Benefits are not capped.				
	Current Cap: Proposed Cap: <b>Average Capped Amount increase per employee</b>		\$ -	\$ -	<b>0%</b>

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and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)  
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

**Sacramento City Unified School District** School District

## OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

The following are additional compensation and non-compensation provisions contained in the proposed agreement:  
*(Please indicate, in detail, the terms of the agreement covered in each section)*

13.	<p><b>OTHER COMPENSATION:</b> Off-Schedule Stipends, Bonuses, etc. (amounts, staff affected, total cost)</p> <p>One-time compensation not to exceed \$4 million for overdue Special Education assessments.</p>
14.	<p><b>CONCESSIONS:</b> Furlough Days, Salary Reductions, etc. (staff affected, total savings)</p> <p>None</p>
15.	<p><b>NON-COMPENSATION:</b> Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc.</p> <p>Be specific.</p>
16.	<p>Please include any additional comments and explanations as necessary to explain the settlement, including. If there will be composite rates, or any other specifics on any compensation changes, include specifics such as amount saved, staff affected, and total cost:</p> <p>The MOU will expire 6/30/21.</p>
17.	<p><b>What are the specific impacts on instructional and support programs to accommodate the settlement?</b> Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations</p> <p>Complete 20% of overdue assessment per month through June 30, 2021. Assessments not completed will be contracted out to service providers.</p>
18.	<p><b>CONTINGENCY AND/OR RESTORATION LANGUAGE:</b> Include specific areas identified for reopeners and specific contingency and/or restoration language.</p>



## PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

### Sacramento City Unified School District

For submission to the governing board and the county superintendent of schools,  
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)  
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

### SOURCE OF FUNDING FOR PROPOSED AGREEMENT

19.	<p><b>Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement:</b></p> <p><input checked="" type="checkbox"/> General Fund Revenues    <input type="checkbox"/> Reduction in                      <input type="checkbox"/> Special Reserve    <input type="checkbox"/> Other (please explain)</p> <p><b>Explanation:</b> CARES/ESSER funds one-time funding source to fund one-time costs not to exceed \$4,000,000 plus benefits. The ESSER budget for Books and Supplies will be reduced by \$3,804,000 and the Services budget will be reduced by \$1,000,000 to offset the \$4,804,000 increase in salaries and benefits. Net budget impact of \$0.</p>															
20.	<p><b>How will the ongoing cost of the proposed agreement be funded in future years?</b></p> <p><input checked="" type="checkbox"/> General Fund Revenues    <input type="checkbox"/> Reduction in Expenditures    <input type="checkbox"/> Special Reserve    <input checked="" type="checkbox"/> Other (please explain)</p> <p><b>Explanation:</b> This is a one-time cost for the period of March 2021 - June 2021 and not to exceed \$4M plus benefits.</p>															
21.	<p><b>If multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in future years?</b></p> <p>Please identify which years this agreement will cover: _____ (Remember to include compounding effects in meeting obligations)</p> <p><input checked="" type="checkbox"/> General Fund Revenues    <input type="checkbox"/> Reduction in                      <input type="checkbox"/> Special Reserve    <input checked="" type="checkbox"/> Other (please explain)</p> <p><b>Assumptions:</b> One-time expenditure as stated above.</p>															
22.	<p><b>What is the impact of the agreement on deficit spending in the current or future year(s)?</b></p> <p><b>Explanation:</b> This expense will not impact deficit spending as it is funded with CARES/ESSER funds</p>															
23.	<p><b>State Minimum Reserve Calculation (inclusive of cost of settlement):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Expenditures and Other Uses:    (as of FY 20-21 1st Interim)</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;">642,956,619.00</td> </tr> <tr> <td>Minimum State Reserve Percentage</td> <td></td> <td style="text-align: right;">2%</td> </tr> <tr> <td>Minimum State Reserve Requirement (\$64,000 minimum)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">12,859,132.38</td> </tr> </table>	Total Expenditures and Other Uses:    (as of FY 20-21 1st Interim)	\$	642,956,619.00	Minimum State Reserve Percentage		2%	Minimum State Reserve Requirement (\$64,000 minimum)	\$	12,859,132.38						
Total Expenditures and Other Uses:    (as of FY 20-21 1st Interim)	\$	642,956,619.00														
Minimum State Reserve Percentage		2%														
Minimum State Reserve Requirement (\$64,000 minimum)	\$	12,859,132.38														
24.	<p><b>Budgeted Unrestricted Reserve (After Impact of Proposed Agreement in Year 3 of the MYP)</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%;">General Fund - Budgeted Unrestricted Reserve for Economic Uncertainties</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 20%; text-align: right;">11,480,966</td> </tr> <tr> <td>General Fund - Budgeted Unrestricted Unappropriated Amount</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">(42,876,289)</td> </tr> <tr> <td>Special Reserve Fund (17) - Reserve for Economic Uncertainties, Unassigned &amp; Unappropriated</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>Total District Budgeted Unrestricted Reserves</b></td> <td style="text-align: center;"><b>\$</b></td> <td style="text-align: right;"><b>(31,395,323)</b></td> </tr> <tr> <td>Meets reserve requirement</td> <td></td> <td style="text-align: right;">NOT MET</td> </tr> </table>	General Fund - Budgeted Unrestricted Reserve for Economic Uncertainties	\$	11,480,966	General Fund - Budgeted Unrestricted Unappropriated Amount	\$	(42,876,289)	Special Reserve Fund (17) - Reserve for Economic Uncertainties, Unassigned & Unappropriated	\$	-	<b>Total District Budgeted Unrestricted Reserves</b>	<b>\$</b>	<b>(31,395,323)</b>	Meets reserve requirement		NOT MET
General Fund - Budgeted Unrestricted Reserve for Economic Uncertainties	\$	11,480,966														
General Fund - Budgeted Unrestricted Unappropriated Amount	\$	(42,876,289)														
Special Reserve Fund (17) - Reserve for Economic Uncertainties, Unassigned & Unappropriated	\$	-														
<b>Total District Budgeted Unrestricted Reserves</b>	<b>\$</b>	<b>(31,395,323)</b>														
Meets reserve requirement		NOT MET														

# PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

## FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

**Sacramento City Unified School District**

**General Fund Combined**

### Fiscal Year 2020-2021

		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved Budget Before Settlement as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 38,208			P2 ADA= 38,208
		LCFF ADA= 38,208			LCFF ADA= 38,208
<b>A. Revenues and Other Financing Sources</b>					
1. LCFF/Revenue Limit Sources	8010-8099	\$ 405,686,927			\$ 405,686,927
2. Federal Revenue	8100-8299	117,415,899			117,415,899
3. Other State Revenues	8300-8599	74,631,469			74,631,469
4. Other Local Revenues	8600-8799	10,071,847			10,071,847
5. Other Financing Sources	8900-8999	2,653,429			2,653,429
<b>6. Total (sum lines A1 thru A5)</b>		<b>610,459,571</b>	-	-	<b>610,459,571</b>
<b>B. Expenditures and Other Financing Uses</b>					
1. Certificated Salaries	1000-1999	\$ 218,893,289	\$ 4,000,000		\$ 222,893,289
2. Classified Salaries	2000-2999	60,528,334			60,528,334
3. Employee Benefits	3000-3999	179,796,196	804,000		180,600,196
4. Books and Supplies	4000-4999	89,053,317	(3,804,000)		85,249,317
5. Services & Other Operating Expd.	5000-5999	87,512,348	(1,000,000)		86,512,348
6. Capital Outlay	6000-6999	3,008,426			3,008,426
7. Other Outgo (no indirect)	7100-7299, 7400-7499	1,110,300			1,110,300
8. Other Outgo - Indirect	7300-7399	(945,591)			(945,591)
9. Other Financing Uses	7600-7699	1,981,864			1,981,864
10. Other Adjustments					
<b>11. Total (sum lines B1 thru B10)</b>		<b>640,938,483</b>	-	-	<b>640,938,483</b>
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)</b>					
		\$ (30,478,912)	\$ -	\$ -	\$ (30,478,912)
<b>D. FUND BALANCE</b>					
<b>1. Net Beginning Fund Balance</b>	9791-9795	\$ 93,048,611			\$ 93,048,611
<b>2. Ending Fund Balance</b>		\$ 62,569,699	\$ -	\$ -	\$ 62,569,699
<b>3. Components of Ending Fund Balance</b>					
a. Nonspendable	9711-9719	\$ 330,662			\$ 330,662
b. Restricted	9740	-			-
c. Committed	9750,9760	-			-
d. Assigned	9780	-			-
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	12,765,701	-		12,765,701
2. Unassigned/Unappropriated	9790	49,473,336	-	-	49,473,336
FUND 17 RESERVES	9789,9790				
<b>% of State Required Reserves</b>		<b>9.71%</b>		Meets	<b>9.71%</b>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	4,804,000	Variance	(4,804,000)
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# PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

## FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

**Sacramento City Unified School District**

**General Fund Combined**

### Fiscal Year 2021-2022

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved MYP Before Settlement - as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
	P2 ADA= 38,208			P2 ADA= 38,208
	LCFF ADA= 38,208			LCFF ADA= 38,208

**A. Revenues and Other Financing Sources**

1. LCFF/Revenue Limit Sources	8010-8099	\$ 405,457,289		\$ 405,457,289
2. Federal Revenue	8100-8299	44,673,784		44,673,784
3. Other State Revenues	8300-8599	66,153,445		66,153,445
4. Other Local Revenues	8600-8799	10,071,848		10,071,848
5. Other Financing Sources	8900-8999	2,653,429		2,653,429
<b>6. Total (sum lines A1 thru A5)</b>		<b>529,009,795</b>	-	<b>529,009,795</b>

**B. Expenditures and Other Financing Uses**

1. Certificated Salaries	1000-1999	\$ 215,958,102	\$ -	\$ 215,958,102
2. Classified Salaries	2000-2999	60,159,166		60,159,166
3. Employee Benefits	3000-3999	185,067,553	\$ -	185,067,553
4. Books and Supplies	4000-4999	24,693,366		24,693,366
5. Services & Other Operating Expd.	5000-5999	77,883,758		77,883,758
6. Capital Outlay	6000-6999	2,585,780		2,585,780
7. Other Outgo (no indirect)	7100-7299, 7400-7499	1,110,300		1,110,300
8. Other Outgo - Indirect	7300-7399	(945,591)		(945,591)
9. Other Financing Uses	7600-7699	1,981,864		1,981,864
10. Other Adjustments		(1,250,707)		(1,250,707)
<b>11. Total (sum lines B1 thru B10)</b>		<b>567,243,591</b>	-	<b>567,243,591</b>

**C. NET INCREASE (DECREASE) IN FUND**

**BALANCE (line A6 minus line B11)**

	\$ (38,233,796)	\$ -	\$ -	\$ (38,233,796)
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**D. FUND BALANCE**

1. Net Beginning Fund Balance	9791-9795	\$ 62,569,699		\$ 62,569,699
2. Ending Fund Balance		\$ 24,335,903	\$ -	\$ 24,335,903
<b>3. Components of Ending Fund Balance</b>				
a. Nonspendable	9711-9719	\$ 330,662		\$ 330,662
b. Restricted	9740	\$ -		-
c. Committed	9750,9760	\$ -		-
d. Assigned	9780	\$ -		-
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncert.	9789	11,291,803		11,291,803
2. Unassigned/Unappropriated	9790	12,713,438	-	12,713,438
FUND 17 RESERVES	9789,9790			
<b>% of State Required Reserves</b>		<b>4.23%</b>	Meets	<b>4.23%</b>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	-	Variance	-
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**Assumptions used (LCFF Gap funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):**

# PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

## FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

**Sacramento City Unified School District**

**General Fund Combined**

### Fiscal Year 2022-2023

		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved MYP Before Settlement - as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 37,954			P2 ADA= 37,954
		LCFF ADA= 37,954			LCFF ADA= 37,954
<b>A. Revenues and Other Financing Sources</b>					
1. LCFF/Revenue Limit Sources	8010-8099	\$ 403,104,426			\$ 403,104,426
2. Federal Revenue	8100-8299	39,318,034			39,318,034
3. Other State Revenues	8300-8599	66,153,445			66,153,445
4. Other Local Revenues	8600-8799	10,071,848			10,071,848
5. Other Financing Sources	8900-8999	2,653,429			2,653,429
<b>6. Total (sum lines A1 thru A5)</b>		<b>521,301,182</b>	-	-	<b>521,301,182</b>
<b>B. Expenditures and Other Financing Uses</b>					
1. Certificated Salaries	1000-1999	\$ 219,066,949	\$ -		\$ 219,066,949
2. Classified Salaries	2000-2999	61,460,490			61,460,490
3. Employee Benefits	3000-3999	200,304,461	-		200,304,461
4. Books and Supplies	4000-4999	16,755,292			16,755,292
5. Services & Other Operating Expd.	5000-5999	76,695,317			76,695,317
6. Capital Outlay	6000-6999	2,585,780			2,585,780
7. Other Outgo (no indirect)	7100-7299, 7400-7499	1,110,300			1,110,300
8. Other Outgo - Indirect	7300-7399	(945,591)			(945,591)
9. Other Financing Uses	7600-7699	1,981,864			1,981,864
10. Other Adjustments		(2,313,119)			(2,313,119)
<b>11. Total (sum lines B1 thru B10)</b>		<b>576,701,743</b>	-	-	<b>576,701,743</b>
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)</b>					
		\$ (55,400,561)	\$ -	\$ -	\$ (55,400,561)
<b>D. FUND BALANCE</b>					
<b>1. Net Beginning Fund Balance</b>	9791-9795	\$ 24,335,903			\$ 24,335,903
<b>2. Ending Fund Balance</b>		\$ (31,064,658)	\$ -	\$ -	\$ (31,064,658)
<b>3. Components of Ending Fund Balance</b>					
a. Nonspendable	9711-9719	\$ 330,662			\$ 330,662
b. Restricted	9740	\$ -			-
c. Committed	9750,9760	\$ -			-
d. Assigned	9780	\$ -			-
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	11,480,966			11,480,966
2. Unassigned/Unappropriated	9790	(42,876,286)	-	-	(42,876,286)
FUND 17 RESERVES	9789,9790				
<b>% of State Required Reserves</b>		<b>-5.44%</b>		Does not Meet	<b>-5.44%</b>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	-	Variance	-
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**Assumptions used (LCFF Gap Funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):**

Additional reductions and one time revenue have been identified since first interim and will be reflected in the second interim report.

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**

**CERTIFICATION**

**Sacramento City Unified School District**

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 Collective Bargaining Agreement") in accordance with the requirements of AB-1200, AB-2756 and GC 3547.5.

*To be signed by the District Superintendent AND Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.*

Signatures of District Superintendent and Chief Business Official must accompany copy of disclosure sent to the County Superintendent for Review 10 days prior to board meeting ratifying agreement.

**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)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Chief Business Official  
(signature)*

\_\_\_\_\_  
*Date*

*After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on Mar 4, 2021, took action to approve the proposed Agreement with the Sacramento City Teachers Association Bargaining Unit.*

\_\_\_\_\_  
*President, Governing Board  
(signature)*

\_\_\_\_\_  
*Date*