

**Memorandum of Understanding**

**between**

***SEIU Local 1021***

**and the**

***Sacramento City Unified School District***

**COVID-19 Employee Leave and Hazard Pay**

This Memorandum of Understanding (“MOU”) is entered into between SEIU Local 1021 (“SEIU” or “Union”) and the Sacramento City Unified School District (“District”) (collectively “Parties”) regarding employee leave and hazard pay in light of the COVID-19 pandemic and surge of the omicron variant.

WHEREAS, the Parties are committed to working together to support the safety and wellbeing of students and staff during the COVID-19 pandemic;

WHEREAS, the Parties recognize the invaluable and essential work staff perform daily to keep the District running during the pandemic;

THEREFORE, the Parties agree as follows:

**1. COVID-19 Leave for Employees.**

For the remainder of the 2021-2022 school year and beginning January 1, 2022, any bargaining unit member who is required to quarantine or isolate for a demonstrated COVID related reason (e.g. COVID exposure and/or illness, caring for a COVID positive family member), shall have ten (10) days of District-provided COVID Supplemental Leave to use during that time period. This leave does not accrue or accumulate and is not available after the end of the current 2021-2022 school year. If the State of California or Federal Government institutes COVID-related leave legislation, that leave will supersede and replace the ten (10) days offered by the District to employees (and will not be subject to the date limitations within this MOU). If the State or Federal Government institutes a form of COVID leave that applies to any period between January 1, 2022 and the end of the school year, the days of District-provided COVID Supplemental Leave District issued COVID leave

that an employee has been provided or has used will be deducted from the amount allotted by the federal government or the state. For example, if the state issues ten days of COVID leave and an employee has used two days of District-provided COVID Supplemental Leave District-issued COVID leave, the two days used by the employee will be deducted from the ten state allocated days and the employee will have a total of eight days of COVID related leave available. If the State or Federal government institutes COVID-related leave during this same period and it is for less than ten (10) days, employees shall still have at least 10 days of COVID-related leave.

Nothing in this MOU shall supersede or conflict with Article 12 (“Leaves”), Section 12.13 (“Quarantine”) in the parties’ Collective Bargaining Agreement which states:

*Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.*

## **2. Hazard Pay**

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated by January 31, 2022 in the amount of \$1,250 and will receive the stipend within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union’s execution of this agreement.

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated by February 28, 2022 in the amount of \$500 and will receive the stipend within 90 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union’s execution of this agreement.

For purposes of this MOU, “fully vaccinated” means individuals who have received two doses of Moderna or Pfizer or a single dose of J&J.

## **3. Friday and Monday Work (or Tuesday Following a Holiday that Falls on a Monday)**

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work every Friday and Monday (or Tuesday following a holiday that falls on a Monday) beginning February 1, 2022 through June 30, 2022 in the amount of \$1,214 and will receive the stipend by June 30, 2022.

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work between 50% and 99% of all Fridays and Mondays (or Tuesdays following holidays that fall on a Monday) beginning February 1, 2022 through June 30, 2022 (or through the last date the District assigns the employees work this school year) in the amount of \$250 and will receive the stipend by June 30, 2022.

For purposes of this MOU, times spent on documented approved leaves and sick leaves will be considered time worked for purposes of the payment of the above one-time stipend.

The stipends referenced in Sections 2-4 above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

All components of all existing agreements, including side letters, between SEIU and the District not addressed by the terms of this MOU shall remain in full effect.

This MOU applies to the 2021-2022 school session only and is not intended to establish a precedent or past practice. If the State of California or Federal Government institutes COVID-related leave legislation, this MOU may be extended to the date provided by the State of California or Federal Government and no later upon a mutual agreement by the parties.

SEIU LOCAL 1021  
DISTRICT

Date

SACRAMENTO CITY UNIFIED SCHOOL

Karla Faucett  
Dan Schallock  
*Tiffany Crain*  
Debra Durazo  
Viny Martinez

2/3/22  
2/3/22  
2/3/22  
2/3/22  
2/3/22



2/4/21

<b>Mo Kashmiri</b>	<b>2/3/22</b>
<b>Marty Ortiz</b>	<b>2/3/22</b>
<b>Nancy Ortiz</b>	<b>2/3/22</b>
<b>James Riffel</b>	<b>2/3/22</b>
<b>Roena Dumlao</b>	<b>2/3/22</b>
<b>Carol Henderson-Vincent</b>	<b>2/3/22</b>
<b>Omila Munthree</b>	<b>2/3/22</b>
<b>Christina Facio</b>	<b>2/3/22</b>
<b>David Wong</b>	<b>2/3/22</b>