

**Memorandum of Understanding
Between**

Sacramento City Unified School District (SCUSD)

&

Service Employees International Union Local 1021 (SEIU)

Safely Reopening Schools to In-Person Instruction/Services

April 19, 2021

This is a Memorandum of Understanding/Agreement ("Agreement") between SEIU Local 1021

[REDACTED]

("SEIU") and the Sacramento City Unified School District ("SCUSD"), collectively "Parties" related to the impacts and effects of the COVID-19 (Coronavirus) pandemic and the Governor's Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California

1. CDPH "COVID-19 and Reopening In-Person Instruction Framework &

Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", dated January 14, 2021.

2. The SCUSD "Return to Health: Health and Safety Plan During COVID-19"

(dated March 12, 2021) except in instances where the SCUSD "Return to

Health" plan conflicts with this MOU, wherein this MOU shall prevail.

3. All revisions and updates to the above health and safety guidelines. If any provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendations, and considerations from SCDPH or CDPH the Parties agree to meet and confer.

If any provision contained in this MOU conflicts with a provision of the Collective Bargaining Agreement between the Union and the District, the higher standard shall prevail.

B. Health and Safety Committee

to the best of the District's ability, including the measures listed below:

- C. The Parties shall communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to

[REDACTED]

make an appointment, if necessary, to receive the vaccine;

- D. The District shall each provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;

- E. Unit members may use 2-hours to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of paid time in order to be vaccinated. If unit members make an appointment

[REDACTED]

2. While the county risk level for Sacramento is in the yellow or orange tier as defined in the Blueprint for a Safer Economy, the District shall continue to make asymptomatic testing available to all staff and 20% of students reporting to a work or school site every two weeks.

3. The District shall provide for non-District personnel to be tested at the same cadence as District staff for so long as non-District personnel are providing

_____ 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

- j) Nausea or vomiting
- k) Diarrhea
- l) Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- 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 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.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated March 13, 2021, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain roles and roles for those responsible for each step of the tracing, as well as make available the related information to



members shall include the following:

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

[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

[REDACTED]

B. Personal Protective Equipment (PPE)

[REDACTED]

requirements set forth by the Center for Disease Control and the California
[REDACTED]

Department of Public Health for appropriate classification as follow:

The Centers for Disease Control and Prevention (CDC) does not recommend personal protective
[REDACTED]

Reserve N-95 masks will be available upon request

- ii. Fit Tested N-95 Masks, will be assessed upon a supervisor request to Risk Management. Risk management will apply the assessment criteria promptly and consistently. The District will provide fit testing for members issued N-95 masks.
- iii. Face shields, including replacements as needed, cleaning materials and gloves to staff engaged in physically interactive symptom checks or working with students who cannot wear a mask and require assistance with bodily functions. The District will provide fit testing for members issued N-95 masks.

- iv. Each Care Room will be supplied with 3 ply masks and face shields and gloves.

- vi. Disposable gowns.
- vii. One (1) handheld thermometer including batteries.
- viii. Physical Barriers Sneeze Guard/Plexiglass will be available at each school site for employees to use upon request and

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.

3. Beginning on April 14, and then every two weeks thereafter, the SCUSD Assistant

[REDACTED]

[REDACTED]

classrooms of which classrooms are equipped with MERV 13 filters and those in which portable HEPA filters will be placed.

4. HVAC systems will begin running at least two (2) hours before the beginning of the school day and continue for at least two (2) hours after.
5. Occupied spaces will only be used if they are equipped with an HVAC system that provide for the introduction of outside air into the occupied space, or if they are equipped with functional CO2 Monitors.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH,

[REDACTED]

...about a written recommendation from a health provider, consistent with best practice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

...from a health provider. The

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SEIU will be responsible for providing school sites and who have not yet returned to in
[REDACTED]

person work, they will return to in person work as the needs of their department dictate, but no earlier than April 5, 2021.

The parties agree to the commencement of in-person instruction according to the following:

- - a. April 8: Pre-K through 3 and all K-6 Special Day Class students
 - b. April 15: All 4-6 grade students
 - c. April 22: 7-12 Grade students

Recognizing the additional workload and other out-of-pocket related costs unique to the COVID-19 pandemic for SEIU members to support the transition to in person learning, including supporting effective implementation of health and safety protocols as outlined in the District's

[REDACTED]

Onsite training related to health, safety, and site procedures, and unit member preparation will occur three days prior to students returning onsite. The actual dates will vary based on the date classes resume by grade level, as set forth in Section XII above.

As part of preparation, the District will provide training on the following subjects:

1. Health and Safety measures for maintaining student distancing and mitigation measures

[Redacted]

consistent with the Return to Health Plan (Hour Zero).

procedures for admitting students onto campus consistent with the Return to Health [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2. Procedures for identifying and referring health and safety

[Redacted]

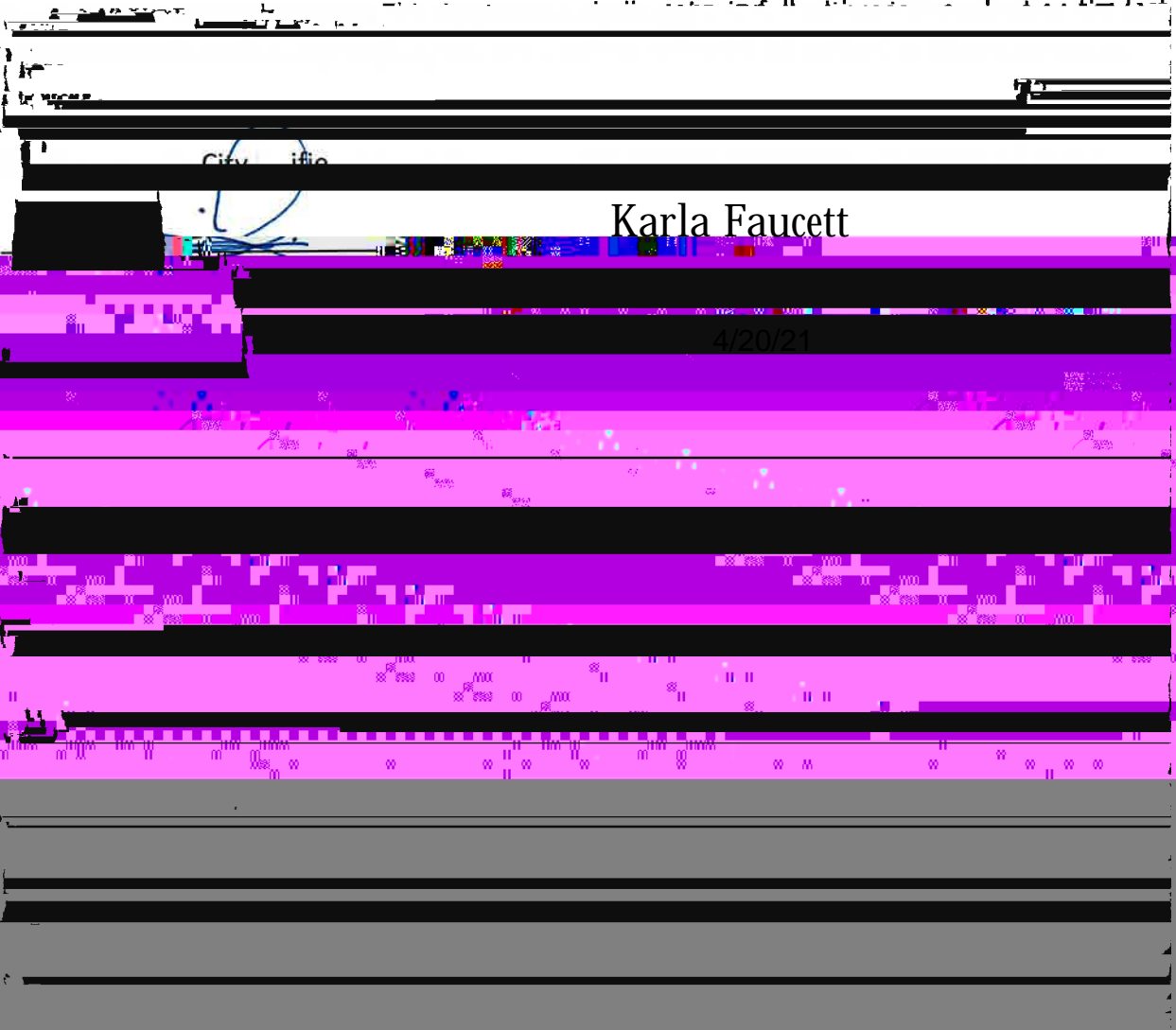
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[Redacted]

[Redacted]

[Redacted]



City of

Karla Faucett

4/20/21

day of the 2020-2021 traditional school year, unless extended by mutual written agreement.

For Sacramento Unified School District

For Service Employees International Union

Jorge Aguilar, Superintendent

Karla Faucett, President

Date:

Date: