

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Safely Reopening Schools to In-Person Instruction/Services

February 26, 2021

WHEREAS, the Parties agree that the health and safety of our students, staff, families and community is at the forefront of a return to onsite instruction;

and WHEREAS, the Parties acknowledge that guidelines, requirements, and procedures may change based on State and/or County guidelines and evolving scientific information;

THEREFORE, the Parties agree as follows:

1.1. **Onsite Mitigation Factors.** The Parties will follow health and safety guidelines established by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), and the Sacramento County Department of Public Health (“SCDPH”). With the exception of Ventilation and Filtration discussed below, the parties will continue to negotiate over the on-site mitigation factors that will be in effect upon the commencement of in-person instruction.

1.1 (a) **Ventilation and Filtration:** In-person instruction may commence when the following ventilation and filtration mitigation standards are in place at each facility classroom, auditorium, gymnasium, nurses’ office, or other occupied area:

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. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 8, AND, portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.

In both circumstances, occupied areas shall be equipped with carbon dioxide monitors, according to the provisions of AB 841, section 1625. The monitor will provide carbon dioxide readings to the teacher, and an indicator light or alert system when the carbon dioxide level in a classroom or occupied area has exceeded 1,100 ppm.

The District will not use the UDVI portable units in any area where unit members work.

The readiness of each classroom shall be verified by a Certified Testing, Adjusting and Balancing (TAB) Technician who shall review the HVAC system, including its capacity and airflow, and ventilation rates in each facility classroom, auditorium, gymnasium, nurses’ office, and other occupied areas. Certification shall be as set forth in AB 841, section 1620. The Certified TAB technician shall prepare an assessment report for each classroom or occupied space for review by a

licensed professional, as set forth in AB 841, Section 1626. The District shall provide a copy of the assessment report(s) to SCTA.

The Classroom Readiness Assessments shall include calculation of the required minimum outside ventilation rates for each occupied area based on the maximum possible occupancy and the minimum ventilation rate per occupant set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 of the California Code of Regulations. Occupied spaces must meet the ventilation requirements of Table 120.1-A

1.2. County Risk Level. Onsite instruction may commence, and all staff may return onsite when the Sacramento County risk level enters the Red Tier as currently defined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy. The Parties shall return to the bargaining table if the CDPH criteria for risk level tiers changes.

1.3. COVID Vaccinations.

1.3.1. Prior to reporting in-person to District schools or worksites for required instruction/services with students, unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule.

1.3.2. The District shall actively support and assist the Sacramento Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:

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

1.3.2.2. 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;

1.3.2.3. 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.

1.3.2.4. The District shall provide paid five (5) days sick leave to any staff person who is ill from side effects from receiving the COVID-19 vaccine without requiring that staff to use leave banks or accrued leave.

1.4 Instructional Models: The parties will continue to negotiate over the Instructional Models related to the commencement of in-person schools. The parties agree that there will continue to be a Distance Learning Only option available to students.

1.5 Commencement of In-person Instruction: While negotiations continue regarding "Onsite Mitigation Factors," and "Instructional Models," as set forth above, and anticipating that the all SCUSD employees will have been vaccinated in accordance with Section 1.3 above, "COVID

Vaccinations,” and that Sacramento County will have been in the red tier for two weeks, the parties agree to a targeted 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. May 6: 7-12 Grade students

1.5 Onsite Training and Unit Member Preparation. Unit members shall return onsite prior to students returning. Onsite training related to health, safety, and site procedures, and unit member preparation will occur one week prior to students returning onsite.

1.6 Return to Work Survey: Upon the execution of this agreement, the District will survey bargaining unit members to determine the following information:

a. Staff who intend to return to in-person instruction provided that vaccinations have been made available, and mitigation steps will be implemented, including agreed-upon ventilation and filtration standards;

b. Staff who intend to return to in-person instruction provided that vaccinations have been made available, and mitigation steps will be implemented, including agreed-upon ventilation and filtration standards, but staff may need assistance.

c. Staff who do not intend to return to in-person instruction, but continue to teach remotely;

d. Staff who do not intend to return.

1.7 Continued Bargaining: The Parties will continue to bargain the impacts and effects of the specific details of educator return.

1.8 Non-precedent setting: This agreement is non-precedent setting.

1.9 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 SCTA

For SCUSD

Date

Date