

Proposed Memorandum of Understanding  
Between

Service Employees International Union Local 1021 (SEIU)  
&  
Sacramento City Unified School District (SCUSD)

**Safely Reopening Schools to In-Person Instruction/Services**

**SEIU Counter-Proposal of March 25, 2021, 3:00 PM**

**This is a Memorandum of Understanding/Agreement (“Agreement”) between SEIU Local 1021 (“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 Department of Public Health Framework regarding Distance Learning and guidelines regarding in-person instruction the California Department of Public Health (“CDPH”) revised by AB 86 and California’s Guidance to Schools for Reopening signed into law by the Governor of California on March 12, 2021, and other federal state and local authorities guidelines.**

**WHEREAS the Parties agree to continue Distance Learning and a phased in reopening to in person instruction; and**

**WHEREAS to the extent Distance Learning is provided to students, Classified Workers with assignments involving only students who continue in distance learning shall have the option of continuing in those assignments; and**

**WHEREAS the Parties agree to reopen schools for in person instruction to students in spring of 2021;**

**Therefore, the parties agree as follows:**

**Section I: General Provisions**

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Service Employees International Union (“SEIU”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

**A. General Safety Protections**

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the

Sacramento County Department of Public Health (SCDPH), including, but not limited to:

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 13, 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**

The District shall meet monthly with a committee of representatives from SEIU to continue conferring on health and safety matters related to COVID-19, including but not limited to ventilation, cleaning and disinfecting, community spread, contact tracing, and staff and student testing. The purpose of this committee is to ensure that each facility meets health and safety standards and to address concerns when raised. In addition, the committee will continue to further explore on an ongoing basis additional safety measures for District employees, students, and the public.

**Section II: County Risk Level.** Sacramento County risk level is in the Red Tier as defined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy.

If the State's adjusted COVID-19 case rate for Sacramento County exceeds 25 cases per 100,000 population or greater, all grade levels shall return to the full distance learning model.

**Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines.**

- A. Prior to reporting in-person to District schools or worksites unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will make every attempt to facilitate SEIU bargaining unit member vaccinations as soon as possible.

- B. 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:
- 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 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 during the contractual day, they will work with their site administrator on how to accommodate.
- F. The District shall provide unit members who experience a serious reaction to the vaccine with three (3) days of sick leave for the purpose of recovering. This sick leave will not be taken from the members sick leave bank. Leaves in addition to those already provided by the CBA are available pursuant to SB-95.**

#### **Section IV: Testing**

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. 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 we must maintain all other public health mitigation strategies already in practice.

Before students return to school sites for in-person learning, the District shall provide COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

Through June 30, 2021, the District shall provide testing as follows:

1. While the county risk level for Sacramento is in the red-tier as defined in the Blueprint for a Safer Economy, the District shall continue asymptomatic

testing students and staff at least every two (2) weeks. ~~Additionally, the District agrees to offer this testing free of charge to the family members of students and staff.~~ The District will continue to work with SCDPH to share information regarding how the community may obtain free testing.

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 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.

The District shall create and maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated within five (5) working days of the District receiving confirmation of a positive test. All numbers on the Frontline Dashboard will be updated and reported weekly.

## **Section V: Health Screenings**

1. All persons will be screened for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. Screening will include a visual wellness check, and a health screening form. Subject to availability, these screenings will be conducted by a health care professional, who shall be available while in-person learning is occurring. Subject to availability, the District will contract to provide medical assistants to assist with COVID testing, and when not testing they can also assist with screening, providing supervision of the care room if/when needed, ensuring health and safety measures are in place and contact tracing.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches

- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- 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 and 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 names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).

The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.

- D. SCUSD Monitoring Program – Any student or staff who goes home with or reports COVID 19 like symptoms, has tested positive for COVID 19, or has been identified as a close contact will be documented in the COVID 19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
  - 1. For students, site staff will give appropriate guidance on when to return to school based on the [SCDPH Quick Guide COVID-19 Protocols](#) and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
  - 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.
- E. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

1. Information regarding COVID-19-related benefits to which the employee may be 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
2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.

F. Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave.

#### G. Return to Work Criteria

The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.

### **Section VII: COVID Hygiene**

The District shall comply with the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021).

#### **A. Physical Distancing**

1. The District shall limit occupancy of bathrooms, elevators, locker rooms, staff rooms, offices, warehouses, and conference rooms, and any other shared work or school spaces to provide no less than six (6) feet of distancing. Adjacent bathroom stalls may be used. The District shall post signs with occupancy limits conspicuously at the entrance to each room.
2. Persons on school grounds, including students and staff, will not be allowed to congregate in staff rooms, break rooms, entrances, exits, hallways, or other common areas. At places where students and staff congregate or wait in line, the District shall mark spots on the floor or the walls 6 feet apart to indicate where to stand.
3. Staff and students will not be allowed to congregate on school grounds when outside. Safe distancing of 6 feet will be maintained at all times.

## **B. Personal Protective Equipment (PPE)**

Personal Protective Equipment: The District shall make available PPE to comply with safety requirements set forth by the Center for Disease Control and the California Department of Public Health for appropriate classification as follow:

The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.

PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.

The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes surgical masks, face shields, and disposable gloves.

The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksites will receive monthly deliveries of supplies, and on-demand as requested.

The District shall make available disposable 3-ply surgical masks to staff to wear while on school grounds if staff or students may have forgotten a mask.

All adults and students, including those in pre-school and TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus. Reasonable mask breaks consistent with appropriate health and safety procedures are allowed. Students with documented medical or behavioral contraindications to face masks and cloth face coverings are exempt. A cloth face-covering or face shield should be removed for meals, snacks, naptime, or when it needs to be replaced. This includes family members and caregivers dropping off or picking-up students. CDPH guidelines call for individuals not able to wear masks to wear alternate PPE if able to do so (face shields with drapes, etc.).

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 individual need will be considered in consultation with their health care provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants, provided that a medical recommendation is made for a student not wearing a mask.

**For unit members working with students with disabilities where close physical contact and/or assistance with bodily functions is required, the District shall also**

provide as appropriate in a case-by-case basis, one or some combination of the below mitigation measures:

- i. **N-95** Masks, face shields, cleaning materials and gloves to staff engaged in **physically interactive** symptom checks or working with students with disabilities **who cannot wear a mask and** require assistance with bodily functions. **The District shall provide fit testing for members issued N-95 masks. Each Care Room will be supplied with 3 ply masks and face shields and gloves.**
- ii. A face shield, including replacements as needed.
- iii. ~~Eye protection goggles, including replacements as needed.~~
- iv. An adequate supply of disposable gloves.
- v. Disposable gowns.
- vi. One (1) **handheld no-touch, rechargeable** thermometer including batteries.
- vii. **Physical Barriers Sneeze Guard/Plexiglass shall be installed in work areas where a distance of 6 feet is difficult to maintain one on one service.**
- viii. Nothing in this section precludes a unit member and supervisor from engaging in a discussion ~~up to and including the interactive process~~ regarding additional PPE.
- ix. Unit members may bring their own PPE so long as the PPE complies with CDC guidelines.

### C. Sanitation Stations

The District will ensure that hand washing stations and sanitizing supplies (including paper towels, tissues, hand sanitizer with at least sixty percent (60%) ethyl alcohol, and disinfectant wipes) are easily accessible in all areas frequented by staff.

C. **D. Ventilation and Filtration:** The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

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. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.

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 Superintendent for Facilities or his designee will provide to SEIU a list by school and classrooms of which classrooms are equipped with MERV 13 filters and those in which portable HEPA filters will be placed.
4. HVAC systems will be 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.
6. Within two weeks of students returning to each school site, the site will be provided two (2) portable, battery-powered CO2 monitors, or loggers to check classrooms during their peak occupancy. Within two weeks of the resumption of in-person instruction at the site, District facilities staff will conduct a walk-through of each classroom while they are fully occupied to check CO2 levels, and will flag any classroom that registers over 1000 parts per million (ppm). If a classroom registers over 1000 ppm that classroom will not be used until the cause for the high CO2 level has been corrected. Certificated staff member may request a classroom check and be provided the use of the logger, if they detect an immediate problem or concern of a ventilation system failure.

The District will work with qualified third parties to conduct evaluations of its air ventilation and filtration systems with the targeted time-frame goals based on availability of materials. The District will work with its existing controls vendor to install compatible CO2 monitors by the fall semester of 2021-2022. The District will work with qualified vendors to engineer and install CO2 monitors in rooms that lack compatible controls with the existing building control system. The District's goal is to install these CO2 monitors by spring semester 2022. Finally, the District will retain a qualified 3<sup>rd</sup> party technician to complete a TAB report of all units by the end

of spring semester 2022. A copy of that report will be provided to SEIU upon completion. The parties recognize that this issue may be revisited in subsequent negotiations about safety conditions related to the 2021-22 school year based on information that is more up-to-date after the expiration date of this agreement.

The District will apply for a grant pursuant to AB 841 to assess District HVAC units, provide general maintenance, adjust ventilation rates, filter replacement, and carbon dioxide monitor installation. If the District receives a grant pursuant to AB 841, the District will have a third-party review each and every HVAC unit in the District to ensure it is running at optimal efficiency.

### **Section VIII: Cleaning and Disinfecting Plans**

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

### **Section IX COVID-19 Prevention Program (CPP)**

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

## **Section X Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.**

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

Accommodations may include, but are not limited to: the provision of personal protective equipment (PPE), heightened social distancing protocols, and remote working. If the unit member is unable to accept any accommodations, all unit members will be granted any and all available leaves under the CBA or state and federal leaves for which they qualify (e.g. permissive, FMLA).

In addition, the District recognizes that for many staff, the pandemic has created significant childcare issues, particularly as schools begin to reopen for in-person instruction across California. In an effort to provide some support, the District will:

- Allow impacted parents to bring their school age children to work in their classroom **or office**, provided there is space to accommodate the child, consistent with the social distancing and health and safety provisions of this agreement as well. Prior to bringing a school aged child to work the unit member shall complete a liability waiver. The unit member shall ensure that their child follows all established health and safety protocols, including but not limited to wearing a face mask, maintaining physical distancing and is not disruptive to student instruction and or other school business.

- Work with SEIU and the City of Sacramento to explore the possibility of childcare centers throughout the District, with a priority placed on addressing the childcare needs of SCUSD staff.

## Section XI Reopening Dates

~~All SEIU employees currently working remotely will return to their work sites no later than three (3) work days prior to their school site returning to in-person learning, but no earlier than April 5, 2021, unless they otherwise require a reasonable accommodation that has been approved through normal District procedures. In addition, the District reserves the right to call back to on-site work additional employees consistent with existing practice and its discretion as employer.~~

For those SEIU employees who do not work at a school site and who have not yet returned to in 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:

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

As additional tasks unique to the COVID-19 pandemic (which may not squarely fall within the job descriptions of SEIU members) and the workload will increase for SEIU members to support the transition to in person learning, additional compensation shall be provided to unit members as follows:

All SEIU members returning to in person services and instruction shall receive a two thousand (\$2,000) dollar stipend. The payment of this stipend shall be disbursed within sixty (60) days return to in person services and instruction.

In addition, those SEIU members who have been working ~~on-site daily since July 1, 2020, during the pandemic in preparation for the reopening of schools and providing needed services to our students while facing an increased risk which have enabled the District to be in a position to reopen on the dates listed above,~~ including but not limited to Nutrition Service Workers, **Technology Support Technicians** and Custodians, shall receive an additional one thousand ~~five hundred (\$500)~~1,000) stipend ~~paid on a pro-rata basis that an individual worked upon attendance verified by their department.~~ The payment of this stipend shall be disbursed within sixty

**(60) days return to in person services and instruction.**

**Office Managers, Instructional Aides and other staff who assist staff and students with solutions to technology related problems shall receive a ten percent (10%) weekly subsidy.**

## **Section XII Onsite Training and Unit Member Preparation.**

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 ~~these three days~~ of preparation, the District will provide training on the following subjects:

- 1. Health and Safety measures for maintaining student distancing and mitigation measures consistent with the Return to Health Plan (Hour Zero).**
- 2. Procedures for admitting students onto campus consistent with the Return to Health Plan.**
- 3. Procedures for welcoming students into classrooms and enforcing health and safety protocols consistent with the Return to Health Plan.**
- 4. Spot cleaning and sanitation that is done in addition to the normal cleaning and sanitation performed by custodians consistent with the Return to Health Plan.**
- 5. Special procedures determined by supervisors **or the district** for performing work in a Covid-19 environment.**
- 6. Other trainings relevant to specific departments related to reopening of schools (Business, Attendance, etc.).**

Staff who complete the ~~three (3) days~~ of training and preparation will be provided seven hundred fifty dollars (\$750).

## **Section XIII Appropriate Staffing.**

The parties agree that there are an insufficient number of Technology Support Technicians, as evidenced by the need to create a temporary position of Technical Support Teacher. The District will immediately pursue hiring a minimum of seven (7) more Technology Support Technicians into full time benefitted positions.

**The District will comply with AB 86.** Pursuant to AB 86, the District agrees that it will immediately take the necessary steps to rehire Instructional Aides from the 39-month list. In addition, the District will convert the FTE status of Instructional Aides to full-time except for those Instructional Aides who have cause to remain in a reduced hour part-time status.

**Section XVI: Non-precedent setting:** This agreement is non-precedent setting.

**Section XVII: 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 SEIU

For SCUSD

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\_\_\_\_\_

Date: \_\_\_\_\_

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