

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

Safely Reopening Schools to In-Person Instruction/Services
March 19, 2021 at 10:45 p.m.
District Counter 12.35

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 Sacramento City Teachers Association (“SCTA”) 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.

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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 SCTA 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.

Deleted: The parties agree to immediately bargain the impact of any change to the CDPH criteria for risk level tier changes, or any change to the Sacramento County risk level tier after being in the Red Tier.

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. 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. The District will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible. ▼

Deleted: Staff who desire to be vaccinated but were not able to prior to the agreed-upon commencement of in-person instruction will be handled on a case-by-basis.

A. 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:

B. 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;

C. 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;

D. 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.

Deleted: E. 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.¶

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.
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

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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.

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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.).

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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. Face masks and Cloth Face Coverings

1. 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.
2. 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. 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.).
3. 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.

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.

D. Personal Protective Equipment (PPE)

1. 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.
2. 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.
3. 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.
5. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

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

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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 SCTA 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 3rd 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 SCTA upon completion. The parties recognize that this issue may be revisited in subsequent

negotiations about safety conditions related to the 2021-22 school year, and 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 XI 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.

Upon completion of their in-person teaching day pursuant to the attached schedules, unit members may remain in their classrooms or work from home during the remaining period of the workday,

including when providing distance learning or targeted student supports via distance learning. Bargaining unit members may also work remotely for the collaborative and distance learning day on [Mondays].

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 the 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. The process and decisions for employees engaging through the interactive process are not subject to the grievance process.

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).

For those employees granted the accommodation for remote work, the District shall provide a substitute teacher to staff the in-person portion of impacted teachers' instructional day.

In addition, the District recognizes that for many staff, the pandemic has created significant child care 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, 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

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The District shall provide a substitute teacher to staff the in-person portion of impacted teachers' instructional day.

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to wearing a face mask, maintaining physical distancing and is not disruptive to student instruction and or other school business.

- Make every reasonable effort to allow impacted parents with students in Sac City to be placed in a cohort that works best with their teaching assignment. Work with SCTA and the City of Sacramento to explore the possibility of child care centers throughout the District, with a priority placed on addressing the child-care needs of SCUSD staff.

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Section XI Instructional Model

The parties will implement a Concurrent Instructional Model as set forth in Appendix A. The parties agree that there will continue to be a Distance Learning Only option available to students.

School sites shall provide instruction to ensure continuity of learning for students remaining online and those choosing to attend onsite instruction.

While in the In-Person/Concurrent Instructional Model, the instructional minutes requirements of Senate Bill 98 will be followed.

Section XII Reopening Dates

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

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Section XIII Onsite Training and Unit Member Preparation.

Unit members shall return onsite three days prior to students returning. 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.

Three days before the commencement of in-person instruction as set forth in Section XII above, will be a full distance learning day for students and teachers will engage in collaborative time on this day.

The two days immediately before the commencement of in-person instruction, as set forth in Section XII, above will be full distance learning days where teachers will do a brief check-in with their students at the beginning of the school day and make themselves available to support student asynchronous learning on these days. The remainder of these days will be used by unit members for their own planning and preparation for the In-Person/Concurrent Instructional Model and to receive any support necessary to be prepared for the return of students.

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

i. Effective use of Universal Design for Learning to ensure access and instruction in the concurrent instructional model;

ii. Using new technology to provide and enhance instruction; protocols and requirements

iii. Site health and safety

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In addition, any staff who have not received the Universal Design for Learning (UDL) training in August 2020 will be provided the UDL training.

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

Section XIV: Technical Support Teacher

In order to provide on-going, immediate support to staff who may be facing technology issues related to the return to in-person instruction in a concurrent model, the parties agree to create a temporary Technology Support Teacher for the duration of this school year, 2020-21. The Technology Support Teacher (TST) is not intended to supplant the work of Site Technicians who are classified employees represented by Service Employees International Union Local 1021. Sites shall be provided one Technology Support Teacher (TST) for every five hundred (500) students or fraction thereof, per the chart below:

0 to 500 students	1 Technology Support Teacher
501 to 1000 students	2 Technology Support Teachers
1001 to 1500 students	3 Technology Support Teachers
1501 to 2000 students	4 Technology Support Teachers
2001 to 2500 students	5 Technology Support Teachers

Technology Support Teachers will receive the Extra Pay for Extra Duty “E” stipend of \$2305. Principals shall survey the bargaining unit staff by email and staff meeting to determine the number of qualified bargaining unit staff who may be interested in the position.

Staff who perform the TST position shall provide technical assistance including troubleshooting and demonstration of technology and applications to co-workers and shall, when necessary, work in coordination with site technicians. TST staff may also test and pilot additional technology products for subsequent use and will provide feedback to the District.

If there are more applicants than positions available at a school site, the most senior applicants will be awarded the positions provided their technological experience and skills are comparable to other applicants.

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

SCTA Proposal to Safely Reopen Schools to In-Person Instruction
March 19, 2021

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 SCTA

For SCUSD

