

PROPOSED AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

&

Service Employee International Union (SEIU), Local 1021

MOU- COVID-19 Health and Safety Measures 2020-2021 School Year

District Counter Proposal March 16, 2021

This Agreement amends the Memorandum of Understanding between Sacramento City Unified School District (District) and Service Employee International Union (SEIU) dated August 19, 2020.

Reopening Schools in the In-Person/Concurrent Instructional Model

- ~~1. The District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an In Person/Concurrent Instructional Model, fully reopened to in-person instruction, or reopened after partial or full closure.~~
2. All SEIU employees currently working remotely will return to their work sites no later than five (5) work days prior to their school site returning to in-person learning March 22, 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.
3. The District will follow all currently applicable state and local health and safety requirements for reopening its sites.

Health and Safety

The District will follow the COVID 19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD current "Return to Health: Health and Safety Plan During COVID-19."

In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health and the Sacramento County Department of Public Health (SCDPH) regarding school re-openings, in-person concurrent instruction may commence when the following health and safety conditions and protections have been met and verified:

1. Vaccinations. The Parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide SEIU bargaining unit members with opportunities to access vaccines. Every attempt will be made to facilitate staff member vaccinations as soon as possible. If unit members must make an appointment

during the contractual day, they will work with their site administrator on how to accommodate. 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 shall make every reasonable effort to ensure that every staff person has been offered the opportunity to be vaccinated for achieved immunity at the prescribed schedule. 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:

i. 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;

ii. 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;

iii. 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.

COVID-19 Testing/Tracing

1. COVID TESTING. 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 assessments, the District shall provide voluntary 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 with every effort made to ensure result turnaround time within forty-eight (48) hours of testing. In alignment with the CDPH School Guidance outlining testing cadences, the District shall continue testing students and staff at least every two (2) weeks while Sacramento County remains in the red tier or higher. Non-District staff shall 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 CDPH School Guidance and 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. Symptomatic and response testing will be provided as needed or indicated.

2. Contact Tracing. In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.

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

3. Daily Health Screening. Site-based, daily screenings will be verified by identified staff trained in screening protocols.
4. [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.](#)
5. [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 a reasonable period of time, **not to exceed 5 working days**, ~~24 hours~~ of the District receiving confirmation of a positive test.](#)
6. [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 a an isolation area \(Care Room\)~~ until they are picked up by a parent or authorized guardian **consistent with CDPH guidance**. ~~The District shall staff the Care Room with medical personnel.~~](#)

Participant Protections

The following participant protections will be followed at all times and updates following new state and local guidance will be provided to community and labor partners. The District will provide daily health screenings for all staff, students and parents or guardians.

1. All students, staff and parents/guardians are required to use face coverings at all times. 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 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.).
2. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation. 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.
 - a. 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.
 - b. 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.
3. Hand sanitizer will be provided for all staff, students and parents/guardians. 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.
4. Each facility will have a pre-designated drop-off and pick-up location for students.
5. Each classroom will be sanitized on at least a daily basis.
6. Individuals may wear a face covering of their own choosing that meets the guidelines, however face coverings will be available to individuals if needed. The District will provide each SEIU-represented employee, parent/guardian and student with mutually-approved Face Coverings.
7. Face Shields will be provided for staff and student upon the request of the staff person or student.
8. The District will provide hand sanitizer or hand washing stations at each location, as well as disinfectant which may be wipes or spray.
9. 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.
10. The District shall ensure that there is a ~~two~~ three-month supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive monthly deliveries of supplies, and on-demand as requested.

Health and Safety Committee

The District shall meet monthly with a committee of representatives from the Unions SEIU and of SCUSD 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 prior to occupancy, that health and safety standards are maintained thereafter, 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. SEIU will identify and notify Risk Management of the topics to be discussed prior to the meeting.

Facility Health and Safety Protections

SCUSD will also continue to work in collaboration with SCPH Public Health Nurses assigned to the Schools Team, who are available to conduct educational site visits at schools to provide technical assistance on safer operating procedures.

1. In addition to the state and local [guidance on school reopening \(see CDPH Consolidated Schools Guidance dated January 14, 2021 at pp. 25-26\)](#), and though not required, the District has taken additional measures and will continue to go above and beyond the federal, state, and local requirements, including concerning HVAC and ventilation standards. In this regard, the District is following all American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) guidance for ventilation and filtration to help mitigate COVID-19. That includes the following:
 - Fully opening up the outside air dampeners on all HVAC to increase airflow;
 - All units have been reprogrammed to continuously run with doors and windows open;
 - All units will have the highest MERV-rated filter the equipment has been designed to use. [The District plans to move up the third round of filter replacements to April 1, commencing with elementary sites. Facilities staff will determine if MERV-8 filters can be upgraded to MERV-13 in existing HVAC units and replace filters accordingly.](#)
 - Filter changes will take place three times rather than the typical once a year to ensure the best operation of the HVAC units.

The District will work with a third party qualified consultant to conduct a COVID-19 readiness assessment and preparedness evaluation of District sites. The consultant will conduct a review and issue reports on all District sites and classrooms to address their readiness for reopening. This readiness assessment will include:

- Facilities Assessment/HVAC;
- Space Planning; and

- Signage and Wayfinding/Asset Management. Consultant will assess, adjust, and, if necessary, repair existing heating, ventilation and air conditioning (HVAC) systems to verify proper and efficient operation, as well as compliance with health and safety standards.

In addition to the above, 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.
3. 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.
4. 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.
5. 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.
6. 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.

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.

Childcare

The District has posted on the district website childcare options for staff working as essential workers at <https://www.scusd.edu/covid-19-support-families> and also provides the District's Employee Assistance Program ("EAP") at <https://www.scusd.edu/risk-management>. Unit members who are unable to return to work due to childcare needs are entitled to any leaves available under state and federal law, or the CBA for such purposes.

This MOU is a non-precedent setting document. This MOU does not preclude continued discussion between the District and SEIU on other working conditions related to the reopening of schools.

This MOU expires on June 30, 2021 unless the Parties mutually agree, in writing, to extend it.