

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

**Safely Reopening Schools to In-Person Instruction/Services  
& Independent Study**

August ~~17~~<sup>30</sup>, 2021

**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 August 2, 2021, and any subsequent guidance or revisions to the Framework issued after this date.
2. SCDPH guidance applicable to schools.
3. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 ~~and as revised, subject to SCTA approval~~), except in instances where the SCUSD “Return to Health” plan ~~conflicts with~~ differs from this MOU or updated SCDPH or CDPH guidance and requirements, wherein this MOU the SCDPH and CDPH guidance and requirements as updated from time to time shall prevail be followed.

~~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. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021 and as revised) shall be subject the grievance and arbitration Article of the SCTA-

SCUSD collective bargaining agreement.

## **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.** 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, subject to state and federal guidelines.~~

~~[Need to discuss District's preparation to return to full distance learning only mode based on resurgent COVID numbers.]~~

**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, students and community with opportunities to access vaccines. ~~Prior to reporting in-person to District schools or worksites for required instruction/services with students, a~~Unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule. The District will continue to make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

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 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.

E. Pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be

required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing discussed in section III below. If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free weekly COVID-19 testing program.

According to the [CDPH Guidance for Vaccine Records Guidelines & Standards](#), only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

## **Section IVII: 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.

- A. The District shall conduct symptomatic and asymptomatic testing of all employees who are unvaccinated or decline to share their vaccination status commencing the week of August 30, 2021. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

B. If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:

1. After the first missed test, the employee will attend the next available testing opportunity as listed in the email notification of the missed test.
2. After the second missed test, the employee will be directed to attend the next available testing opportunity.
3. After the third missed test, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
4. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
5. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave.

C. Employees, regardless of vaccination status, who are participating in free weekly testing will be provided time during their work day (not during their duty-free lunch) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location).

D. The District will continue to offer free COVID testing.

Before students return to school sites for in-person learning, the District shall ~~conduct~~ offer COVID testing prior to students and staff returning to any school or worksite, and shall continue to offer to test all students and staff at least weekly, subject to availability of testing materials and staffing availability, and parent/guardian authorization. The District shall continue to make free 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.

The District shall require non-District personnel who are contracted by the District to provide services 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” (currently defined as 3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (currently defined as 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 two (2) working days at least twice weekly with reported confirmed positive tests, of the District receiving confirmation of a positive test. ~~All numbers on the Frontline Dashboard will be updated and reported weekly.~~

#### **Section IV: Health Screenings**

1. All persons will ~~be self-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. These screenings will be conducted by a health care professional, who shall be available while in person learning is occurring.~~ 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 IV 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 IV, 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~~ August 5, 2021 and as revised, 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.) As outlined in Appendix I of the "Return to Health Plan."
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. ~~**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 current guidance from CDPH and/or 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. ~~{Require a negative COVID test prior to return?}~~
2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

#### ~~EE~~. 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.
3. ~~{Notification will be provided to staff, students and families where a positive COVID case has been documented consistent with Appendix I of the District's Return to Health Safety Plan.}~~

~~**F. G.**~~ **Extension of SB95 COVID Sick Leave Provisions:** In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. ~~In addition to the eighty hours of COVID sick leave provided by SB-95 (which expires on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.~~ Employees will be entitled to use any leaves available under the law and/or the CBA.

**G. H. Quarantine Leave:** 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.

~~**HI**~~. **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 August 5, 2021 and as revised).

**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 will be maintained at all times while staff and students are outdoors. As provided in the District’s Return to Health Plan, Physical distance has been shown to reduce transmission and although distance criteria per CDPH are no longer required in schools, all individuals should maintain as much physical distance as practicably possible.

**B. A. 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. Face shields with cloth drapes will be provided for members upon request and as allowed and may be used to the extent provided by CDPH and/or SCDPH guidance for schools.
2. To the extent required by the CDPH and/or SCDPH, 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, except (1) where the student and/or adult is exempt, (2) while eating and/or drinking, or (3) while taking a brief “mask break” outside of the classroom and distanced from others. 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.~~ 4. 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:

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.

1. Beginning on September 2, 2021, and continuing every two weeks after that, and thereafter when any change occurs, the SCUSD Assistant Superintendent for Facilities Director or other appropriate person 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. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.
2. 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.

3. 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 **or a HEPA filter.**
4. 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 facilities staff will be notified by the teacher and conduct a diagnostic assessment of that classroom and attempt to address the issue and will not be used until the cause for the high CO2 level has been corrected.~~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.
- ~~5. Effective September 2, 2021, 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 will retain a qualified 3<sup>rd</sup> party technician to complete a TAB report of all units by the end of fall semester 2021. A copy of that report will be provided to SCTA upon completion. **Moving forward as part of its multi-year projects, all District mechanical projects will include CO2 monitors paid for through COVID related funds, grants, and bond funds.**~~
6. 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~~ has retained a third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will provide **an update on HVAC assessments, general maintenance and tune up work that has been completed between March and September 2021 to SCTA.**

## 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~~<sup>August 5, 2021</sup> and as revised) 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~~ VIII 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 IX Staff with ~~Dependents and Other~~ Medical 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 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.~~

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 child care issues. In an effort to provide some support, the District will create five regional child care centers for staff throughout the District.~~

**Section XI Instructional Model** [See District's August ~~27~~30, 2021 response to SCTA's proposal on Independent Study]

~~A. **Traditional In-Person Instruction:**~~

- ~~1. The parties will implement a traditional, in-person instructional model.~~
- ~~2. [Need to discuss how instruction will be provided when students have to be quarantined.]~~

~~B. **Independent Study (traditional):**~~

- ~~1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.~~

~~C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students.~~

~~a. The Independent Study options shall include the following provisions:~~

- ~~i. **Right to Return to home school.** Students and staff will be allowed to return to their home school when they return to in-person learning.~~

~~**Additional items to negotiate include:**~~

- ~~ii. **Maintenance of Staff at Home School**~~
- ~~iii. **Additional Support Staff to support the Independent Study Programs**~~
- ~~iv. **Additional Staff to Secure Parental Consent for Independent Study**~~
- ~~v. **Additional Staff to Complete Student IEPs**~~
- ~~vi. **Cap City Staffing**~~

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

**Section XIV. Indemnity Clause:** ~~This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.~~

**Section XVII: Expiration Date:** This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement.

~~*Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation process.*~~