

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 11, 2021

Deleted: 9

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. SCDPH “ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO DIRECTING ALL INDIVIDUALS LIVING IN THE COUNTY TO CONTINUE TO STAY AT HOME OR AT THEIR PLACE OF RESIDENCE AND CLOSING OR MODIFYING CERTAIN OPERATIONS DATE OF ORDER”: dated February 8, 2021; and
2. 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. 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.

Deleted: This MOU is a non-precedent setting document. Provisions applicable to specific bargaining provisions shall either be incorporated into the union’s Agreement, or this MOU shall be solely for the purpose of setting baseline safety and health standards. This MOU is intended to consider staff, student, and community safety.

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

Deleted: the Unions of SCUSD

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.

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

Section III. Vaccinations: 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 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:

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.

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.

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 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.
- B. 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.
- C. 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 72 hours of the District receiving confirmation of a positive test.

Deleted: 24

Deleted:

Section V: Health Screenings

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. These screenings will be conducted by a health care professional. 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

I. 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. The District shall staff the Care Room with medical personnel.
- 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, 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's Contact tracing program will include:
 - 1. 75% or higher index of SCUSD COVID 19 positive cases give information to SCUSD designated contact tracers at a school site or central office location.
 - 2. Rapid notification to identified SCUSD close contacts in 24 hours or less.
 - 3. 90% or more of identified SCUSD close contacts are contacted and referred to SCDPH for contact tracing beyond SCUSD employees.

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 workplace 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:-

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 TK-2nd grade, must wear face coverings over both their nose and mouth at all times on campus. Students with documented medical or

Deleted: 2.

Formatted: Font: (Default) Garamond, 12 pt

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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.

Formatted: Font: (Default) Garamond, 12 pt

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.
4. The district will make available fit-tested N95 respirators in situations where a hazard assessment deems necessary. The district will conduct a hazard assessment in situations with face covering exemptions to determine what level of respiratory protection is required for staff in those work situations.”
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.

Deleted: three

G. Ventilation and Filtration:

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

Formatted: Font: Garamond

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 8, AND, and portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.

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.

Formatted: Font: Garamond, 12 pt

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. By April 5, 2021, ~~beginning on April 14, and thereafter on a weekly basis~~, 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.

Formatted: Font: Garamond

Formatted: Font: Garamond, 12 pt

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. By April 5, 2021, ~~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 ~~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 control 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 completion of all repair and work by the end of spring semester 2022. A copy of this 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.

Formatted: Font: Garamond, 12 pt

Formatted: Font: Garamond

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.

Formatted: Indent: Left: 0.5", No bullets or numbering

Deleted: [This issue is addressed in a separate MOU.]

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 available for all staff and families to review.

A. Cleaning and Disinfecting to Prevent Transmission

The District shall implement the following cleaning and disinfection measures.

1. Central Office and Remote Work Locations

- a. Daily: Sweep and spot mop floors, empty trash, clean high touch surfaces such as doorknobs, clean interior garbage cans, clean and disinfect restrooms.
- b. Weekly: Wet mop all stairs, hallways, and classrooms, clean interior windows, vacuum carpets, disinfect classrooms.
- c. As Needed: Following a positive case of COVID-19 among staff, the District will clean and disinfect all surfaces in the staff member's assigned room, restroom and corridors. The District will follow procedures as outlined in the CDC COVID-19 protocols on Disinfection and Cleaning.

2. Remote Work Location Workstations

Each staff granted access to a remote workstation will be supplied with hand sanitizer and disinfectant. They are responsible for daily cleaning of their workstations. Site Captains are also responsible for disinfecting their workspace.

3. School Sites (upon reopening for in-person instruction)

- The District will continue routine cleaning including sweeping and mopping, emptying and cleaning waste bins, wiping down surfaces, and disinfecting restrooms.

- The District will ensure that high touch areas and surfaces are regularly disinfected. High touch surfaces are those surfaces that multiple people come in contact with multiple times a day and can include light switches, door handles, faucets, and railings. Custodians will be provided with electrostatic sprayers to improve efficiency and effectiveness of disinfecting.
- The District will ensure there is sufficient hand sanitizer, access to sinks with soap and water, and/or disinfecting wipes for staff and students at or near the entrance of the facility, at service counters, and anywhere people will have direct interactions.
- The District will provide cleaning and disinfecting supplies in every classroom, bathroom, and workroom.
- The District will clean and disinfect frequently touched surfaces like door handles, desks, countertops, phones, keyboards, light switches, handles, toilets and faucets at least daily.

4. Cleaning and Disinfecting in the Event of a COVID-19 Case

In the event an employee tests positive for COVID-19 (“affected employee”) and the affected person was on site during the high-risk exposure period (within 48 hours of administration of the test or symptoms onset), the District will implement the following procedures:

1. As soon as possible, close off areas which were accessed by the affected employee within the last 7 days of the high-risk exposure period. Alternative locations for necessary activities should be identified.
2. Wait 24 hours, or as long as practical, before cleaning and disinfection.
3. Clean and disinfect areas accessed by the affected employee within the last 7 days of the high risk exposure period, including but not limited to all surfaces, floors, bathrooms, isolation room(s), table tops, door handles, light switches, electronic equipment, touch screens, keyboards, and remote controls.
4. Open windows and use fans in areas used by the affected employee to maximize outdoor air circulation.
5. Notify and make arrangements for staff, contractors or itinerant staff to use alternative locations until the areas are cleaned and disinfected.
6. Open windows and use fans to increase outdoor air circulation in the areas to be cleaned, being careful not to blow air from these areas into other areas of the building.

5. Shared Equipment and Personal Protective Equipment (PPE)

Employees may not share PPE, including but not limited to gloves, goggles and face shields.

When sharing a workspace, staff should clean and disinfect their work area, and any shared supplies and equipment, before and after their use.

The District will minimize the sharing of vehicles to the greatest extent feasible. When vehicles must be shared, high-touch points such as for the steering wheel, door handles, seatbelt buckles, armrests, and shifter will be disinfected between users.

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 School Age Children

As staff are called to return to work in person many of them will be faced with a great deal of difficulty finding appropriate and affordable childcare for their school age children who will not be returning to school on a full schedule.

The District shall:

- 1) provide SCUSD child day care center options at locations where impacted parents are working;
- 2) Allow impacted parents to bring their children to work in assigned rooms with instructional aides, campus monitors, noon & yard duty personnel monitoring the children.
- 3) whenever possible, allow employees with school age children who are not attending school five (5) days a week to work remotely.

Section XI Instructional Model

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

Section XII Targeted Reopening Dates

While negotiations continue regarding “Instructional Models,” as set forth above, and anticipating that the all SCUSD employees will have been vaccinated in accordance with Section 1.3 above, “COVID Vaccinations,” and that Sacramento County will have been in the red tier for two weeks, all of which shall apply, the parties agree to a targeted commencement of in-person instruction according to the following:

- a. April 8: Pre-K through 3 and all K-6 Special Day Class students;
- b. April 15: All 4-6 grade students
- c. May 6: 7-12 Grade students

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.

Deleted: one week

Section XIV Return to Work Survey:

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

- a. Staff who intend to return to in-person instruction provided that vaccinations have been made available, and mitigation steps will be implemented, including agreed-upon ventilation and filtration standards;
- b. Staff who intend to return to in-person instruction provided that vaccinations have been made available, and mitigation steps will be implemented, including agreed-upon ventilation and filtration standards, but staff may need assistance.
- c. Staff who do not intend to return to in-person instruction, but continue to teach remotely;
- d. Staff who do not intend to return.

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

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.