

**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**

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 on or before March 22, 2021, unless they otherwise require a reasonable accommodation that has been approved through normal District procedures.
3. The District will follow all currently applicable state and local health and safety requirements for reopening its sites.

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.
3. Daily Health Screening. Site-based, daily screenings will be verified by identified staff trained in screening protocols.

### **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.
2. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation.
3. Hand sanitizer will be provided for all staff, students and parents/guardians.
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.

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.