

SEIU Local 1021 Initial Proposal

March 1, 2021

**MEMORANDUM OF UNDERSTANDING BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
REGARDING HEALTH AND SAFETY STANDARDS FOR REOPENING SCHOOLS**

This Memorandum of Understanding is entered into between the Service Employees International Union Local 1021 (Union) and the Sacramento City Unified School District (District).

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 its exclusive bargaining agent for Classified Employees (“Union”) 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.

The Union will support these efforts by encouraging that their members implement and adhere to the provisions of this MOU.

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.
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.

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.

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.

This MOU shall expire automatically on July 31, 2022.

The Parties agree to meet and establish a calendar for negotiations on all successor agreements within 30 days of the date of this Agreement.

B. Health and Safety Committee

The District shall continue to meet monthly with a committee of representatives from the Unions 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.

Section II: Criteria to Reopen for In-Person Instruction Tied to COVID Community Spread Thresholds

The Parties agree that monitoring community spread in our region is crucial to safely reopening schools.

Therefore, the parties agree as follows:

A. In-person instruction shall commence at early education schools, schools with grades TK through 2, and for moderate/severe special day classes at all grade levels, followed by middle and high schools, when either of the following events occur, whichever comes first, starting no sooner than April 1, 2021:

1. Sacramento County is in the Red Tier as determined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy, and all staff reporting to District school or worksites have had the opportunity (eligibility and access) to be vaccinated at the recommended dosage;

2. Sacramento County is in the Orange or any lower Tier, as determined by the California Department of Public Health, regardless of the availability of vaccines.

B. The District shall the opportunity for all employees who desire a vaccination to be vaccinated to the best of the District's ability, including the measures listed below;

1. The District shall communicate with all staff in writing in their preferred language 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.
2. The District shall provide to all staff written educational materials in their preferred language 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.
3. The District shall allow staff to be vaccinated during their work hours with no loss of pay;
4. Prior to the return of students for in person learning in the Red tier, the District shall make every effort to ensure that every staff person has been offered the opportunity to be vaccinated, and those electing to be vaccinated have been administered the vaccine at the recommended full course of the COVID-19 vaccine once it has been made available to them by obtaining verification from the vaccination administrators before being required to report to work at a reopened District site;
5. Employees who choose to not be vaccinated will complete a form declaring their choice;

6. The District shall prioritize availability of the vaccine to staff already working onsite.
7. The District shall provide paid sick leave up to 5 (five) days as needed to any staff person who is ill from side effects from receiving the COVID-19 vaccine without requiring that staff use leave banks or accrued leave.
8. The parties agree to meet and confer if the risk level in Sacramento County increases to the purple (widespread) tier from a lower tier as defined in the Blueprint for a Safer Economy.

Section III: 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 turnaround time within seventy-two (72) hours of testing.

- A. The District will follow Sacramento County Department of Public Health guidelines to determine the level of testing required for students and staff as the County moves across tiers.

Through August 31, 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 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 testing available to all staff and 20% of students reporting to a work or school site every two weeks.
 3. While the county risk level for Sacramento is in the yellow tier as defined in the Blueprint for a Safer Economy, the District shall provide testing for 20% of students and staff reporting to work or school site every two weeks.
 4. The parties shall meet and confer no later than July 1, 2021, over testing requirements that will apply after August 31, 2021.
 5. 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 24 hours of the District receiving confirmation of a positive test.

Section IV: 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
- l. Chills

Section V: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section 4 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 must 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 24hrs 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.
3. Site staff, in consultation with COVID-19 Central Liaison, will notify staff of positive cases and outbreaks, including written communication for general exposure, and written communication to close contacts to the appropriate students and staff members.
4. The COVID 19 Central Liaison will provide support to sites and departments to implement this protocol.
5. Each school and worksite will have a designated team supported by the COVID-19 Central Liaison.

Union 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.

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 VI: 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 Outside the Classroom

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 allow 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 they have forgotten a mask. District shall provide reusable cloth face coverings to staff.
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 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.).

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. PPE

Personal Protective Equipment (PPE)

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.

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.

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.

The District shall ensure that there is a 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.

E. Ventilation

The District agrees to follow and implement, to their absolute best ability and to the extent feasible, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) guidance on ventilation as indicated by CDPH "COVID-19 and Reopening In Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020- 2021 School Year". All revisions and updates that provide additional improvements to these guidelines, best practices, recommendations and considerations shall automatically apply.

Students and staff shall be allowed to be present in classrooms when the classrooms are:

Currently equipped with a centralized HVAC system that provide air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or

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

In both circumstances, occupied areas shall be equipped with carbon dioxide monitors, according to the provisions of AB 841, section 1625. The monitor will provide carbon dioxide readings to the teacher, and an indicator light or alert system when the carbon dioxide level in a classroom or occupied area has exceeded 1,100 ppm.

The District will not use the UDVI portable units in any area where students and/or staff are present.

The readiness of each classroom shall be verified by a Certified Testing, Adjusting and Balancing (TAB) Technician who shall review the HVAC system, including its capacity and airflow, and ventilation rates in each facility classroom, auditorium, gymnasium, nurses' office, restroom and other occupied areas. Certification shall be as set forth in AB 841, section 1620. The Certified

TAB technician shall prepare an assessment report for each classroom or occupied space for review by a licensed professional, as set forth in AB 841, Section 1626. The District shall provide a copy of the assessment report(s) to SEIU.

The Classroom Readiness Assessments shall include calculation of the required minimum outside ventilation rates for each occupied area based on the maximum possible occupancy and the minimum ventilation rate per occupant set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 of the California Code of Regulations. Occupied spaces must meet the ventilation requirements of Table 120.1-A

The District agrees that the availability of school sites to provide in-person Special Education assessment will address the inequities that exist in the SCUSD system, and that school sites will be located throughout the district, with a particular emphasis on those schools with the highest concentration of students with the greatest need. The District further agrees to address the inequities created by the varying transportation requirements of students with special needs.

Section VII: 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.

Central Office and Remote Work Locations

Daily: Sweep and spot mop floors, empty trash, clean high touch surfaces such as doorknobs, clean interior garbage cans, clean and disinfect restrooms.

Weekly: Wet mop all stairs, hallways, and classrooms, clean interior windows, vacuum carpets, disinfect classrooms.

- Microfiber rags and mop heads are washed regularly and reused.
- Custodians wear reusable gloves for general cleaning, disposable gloves for restrooms, and goggles and masks as needed.
- Peroxide disinfectants used in restrooms and on high touch surfaces. General cleaner used on floors and windows (bleach and peroxide disinfectants require 5-10 minutes of dwell time to kill bacteria and viruses.)

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.

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.

School Sites (upon reopening for in-person instruction)

- Continue routine cleaning including sweeping and mopping, emptying and cleaning waste bins, wiping down surfaces, and disinfecting restrooms.
- 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.
- 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.
- Provide cleaning and disinfecting supplies in every classroom, bathroom, and workroom.
- Clean and disinfect frequently touched surfaces like door handles, desks, countertops, phones, keyboards, light switches, handles, toilets and faucets at least daily.

Buses

Buses will be cleaned and disinfected before students are allowed to board.

Handrails and seats will be sprayed with a disinfectant and wiped down.

Hard surfaces such as walls and windows that students may come into contact with will also be cleaned and disinfected.

Staff will ensure that disinfecting products are not used in close proximity to children and maintain adequate ventilation maintained during any cleaning, sanitizing or disinfecting. (See Caring for Our Children for procedures regarding cleaning, sanitizing and disinfection of educational facilities for children.)

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.

Shared Tools, 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 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.

Union Representatives shall be informed and updated of the contact persons for each site for issues and concerns. The Safety Committee will discuss the ongoing design, implementation and evolution of the CPP as needed.

Section IX 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 X Enforceability

This Memorandum of Understanding is subject to the grievance and arbitration procedures established in the Collective Bargaining Agreement between SEIU Local 1021 and SCUSD.