



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1g

Meeting Date: February 18, 2021

Subject: Approve Amendment to MOU Between SCUSD and SEIU Regarding COVID-19 Health and Safety Measures 2020-2021 School Year to Allow for Access to Sites by Public

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Services

Recommendation: Approve amendment to MOU between SCUSD and SEIU regarding health and safety measures for public access to sites.

Background/Rationale: This amendment to the prior MOU reached with SEIU in August of 2020 addresses impacts to SEIU members that may result from SCUSD moving forward to allow for public access to its school sites consistent with all federal, state, and local requirements.

Documents Attached:

1. Proposed Amendment to MOU
2. MOU August 19, 2020

<p>Estimated Time of Presentation: NA Submitted by: Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
--

**PROPOSED AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between**

**Sacramento City Unified School District
&
Service Employee International Union (SEIU), Local 1021**

**AMENDMENT to MOU- COVID-19 Health and Safety Measures 2020-2021 School Year to Allow
for Access to Sites by Public**

December 18, 2020

This Amendment Agreement is between the Sacramento City Unified School District (District) and the Service Employee International Union (SEIU), Local 1021, collectively “the Parties,” updating and amending the MOU reached between the Parties dated August 19, 2020, concerning the health and safety measures related to reopening District schools for the 2020-2021 School Year (“August 19 MOU”). The August 19 MOU remains in effect, subject to the modifications below.

1. Section 4a, Limitations on Visitors, of the August 19, 2020 is hereby amended to allow for the public to be provided access to outdoor open spaces such as athletic fields, tracks, and playgrounds during appropriate days and times as to be provided for on appropriate signage at the site and **consistent with all current state and county health and safety requirements.**
2. Custodial employees’ duties associated with this Amendment are limited to those existing duties of periodically picking up any trash left on sites, opening and closing of locks on site gates if such exist, and periodically using “de-fogging misters” on playground or outdoor school facility equipment.
3. Appropriate signage will be placed at all sites directing visitors of areas that are open for public use and those that are not open for public use, and reminding individuals of the **applicable state and county health and safety requirements consistent with the August 19, 2020 MOU.**
4. Only approved outdoor areas will be available for appropriate public use. Gymnasiums, or other classroom or building spaces are not otherwise open for access pursuant to this Amendment. Existing, approved, and lawful uses of school sites for specific educational purposes otherwise continue **consistent with the August 19, 2020 MOU, and applicable state and county requirements.**
5. Evening shifts for custodians will be reinstated to meet additional demand created by this Amendment. Evening shift appointments shall be assigned to staff based on their previous evening shift assignment.
6. All other terms of the August 19, 2020 MOU remain in effect, specifically including **requirements to follow all state and county health and safety requirements** and guidance and the District’s Return to Health Plan.

7. Changes to Law. This Amendment may be changed by the parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impacts the terms of this Amendment.

For SEIU 1021:

Karla Faucett 2/5/2020

Chapter President and/or
Designee

For Sacramento City Unified School District:



2/5/21

Superintendent Jorge A. Aguilar

PROPOSED 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

August 19, 2020

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Service Employee International Union (SEIU), Local 1021, collectively “the Parties,” regarding health and safety measures related to reopening District schools for the 2020-2021 School Year.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for 2020-2021 school year.

For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout District school sites/District buildings to ensure a safe reopening of District schools/District buildings for SEIU unit members.

1. Local Conditions.
 - a. Compliance with Local Orders. The District will follow State and County Orders that allow schools to physically reopen.
 - b. Equipment availability. The District will have sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for SEIU unit members. The District agrees to have a plan to ensure the ongoing support of protective equipment and to purchase thermometers or others devices for symptom screenings. The District will closely monitor mask inventories to ensure proper inventories are maintained.
 - c. Availability of Disinfecting Supplies. The District will supply school-appropriate disinfecting supplies to continuously disinfect the school site in accordance with federal, state, and local public health guidance. The disinfecting described above will be completed by District custodial staff. The District will also provide hand sanitizer, soap, tissues, lidless trash cans, and paper towels for each classroom or workspace in which an SEIU unit member works. These tasks will be completed by custodians per their normal job duties
2. Addressing Positive COVID-19 Cases or Community Surges
 - a. Emergency Closure Plan. The District will develop a plan to close schools to physical attendance of students, if necessary, based on public health guidance and coordination with federal, state, and local public health officials. The aforementioned plan will be made

available to SEIU and staff. The District will follow the current CDPH and local SCPHD guidelines, including the July 17, 2020 and August 3, 2020 guidelines.

- b. Exposure to COVID-19. In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials, so that the Superintendent may consider whether school closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.
3. Injury and Illness Prevention Program (IIPP). The District has and will update as needed the IIPP to address the unique circumstance during the COVID-19 crisis and will make such update accessible to employees.
4. Campus Access.
 - a. Limits on Visitors. The Parties agree that schools shall be closed to non-essential visitors. Essential visitors include, but are not limited to, government agency staff conducting health and safety assessments with children and/or our facilities. Essential visitors may also include a parent/guardian attending an essential meeting, such as an Individual Education Plan (IEP) meeting, or participating in an essential service for their student related to an IEP. Essential visitors may also include construction and labor representatives as appropriate. Essential visitors do not include extended family of students or non-custodial family members unless listed on an emergency card, caregiver affidavit, etc. Staff will not bring other individuals with them to the work site who are not employees or do not have valid business at the work site. SCUSD agrees to maintain a log at each facility which will record the name, time in and time out and locations visited for each essential visitor. This log will be readily available to staff such as custodians and maintenance crews.
 - b. Monitoring for Symptoms. Employees and students will be monitored throughout the day for signs of illness using active and/or passive screening for symptoms as stated below.
 - i. Passive Screening. The Parties agree that employees and students shall self-screen for symptoms at home, daily. Signs of illness include fever or chills (100.4 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea per CDC guidelines.
 - ii. Active Screening. All students and employees entering a site must be screened for illness; including a temperature check and review of signs and symptoms of illness. Any student or employee with a temperature of 100.4 degrees or higher, or signs or symptoms of illness per the District's stay at home protocol, shall return home using the normal/current protocols of calling parents or student's emergency contacts.
 - c. Caring for Persons with Symptoms. Any student, parent, caregiver, visitor, or employee showing symptoms of COVID-19 will be sent home and directed to follow the local and District stay-at-home protocol.

- d. Guidelines for Staying Home When Sick. Unit members will be directed to stay home if they have signs or symptoms of illness including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Employees will qualify for leave under CBA Article 12, including 12.13 Quarantine Leaves pursuant to a public health authority order or medical quarantine and state and federal leave requirements, including but not limited to FFCRA. If an employee's leave expires and/or if employee is willing and able to work, the District will make reasonable efforts to offer remote work to the employee if essential job duties can be performed.
 - e. Guidelines for Return to School after Being Sick. The Parties agree that if an employee is sick they must stay home until they have had no symptoms listed below for at least 24 hours) without the use of medicine AND at least 10 days have passed since the day the symptoms first appeared. Symptoms of COVID-19 include fever or chills (100.4 degrees or higher), cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. This guidance is subject to change by federal, state or local public health officials. Employees will qualify for leave under CBA Article 12, including 12.13 Quarantine Leaves pursuant to a public health authority order or medical quarantine and state and federal leave requirements, including but not limited to FFCRA. If an employee's leave expires and/or if employee is willing and able to work, the District will make reasonable efforts to offer remote work to the employee if essential job duties can be performed.
5. Hygiene. The District will address hygiene practices to ensure personal health and safety in school facilities during the COVID-19 pandemic.
- a. Hand hygiene. In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure sufficient access to hand washing and sanitizer stations. The District will ensure hand sanitizer (with a minimum of 60 percent alcohol) is available at or near all workstations.
 - b. Hand Hygiene and PPE Instruction. The District will provide written instruction and signage on proper hand washing techniques and PPE use.
6. Protective Equipment.
- a. Face Coverings. All employees, students, parents/guardians and visitors shall wear a face covering, as defined, unless it is inappropriate for the developmental level of the individual student. A "face covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A face covering may include a scarf or bandana; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. The District shall provide cloth and/or disposable face coverings/masks to employees and students who do not have one. The

District will provide reasonable accommodations to unit members who are unable to wear a face covering for medical reasons through the interactive process.

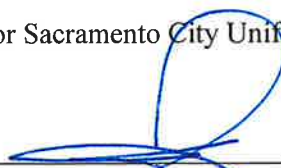
- b. Face Shields. Face shields may be used by teachers to enable students to see their faces and to avoid potential barriers to phonological instruction. Face shields with a cloth drape can be used for those who are unable to wear face coverings for medical reasons. Per Cal/OSHA, considerations for face shields should include a cloth drape attached across the bottom and tucked into the neckline of the garment worn by the employee.
7. Physical Distancing. Physical distancing will be practiced at all District work locations requiring individuals to maintain at least 6 feet from other people at all times. During times where maintaining appropriate physical distancing may be difficult, such as walking in a busy hallway or stopping to talk to someone, a face covering must be worn. The Parties agree to the following recommended safety mitigation measures and physical distancing practices including:
- a. Limiting the numbers of people in all campus spaces to the numbers that can be reasonably accommodated while maintaining a minimum of 6 feet distance between individuals.
 - b. If necessary, utilize other campus spaces for instructional activities (e.g., lecture halls, gyms, auditoriums, cafeterias)
 - c. Classrooms shall be reconfigured to encourage physical distancing and to ensure desks are a minimum of 6 feet apart.
 - d. Utilization of outdoor space for instructional purposes whenever possible and when weather is permitting.
 - e. Cancellation of in person field trips to spaces where large groups may gather.
 - f. Avoiding congregation of employees in work environments, break rooms, staff rooms, and bathrooms.
 - g. For those employees working in a setting where physical distancing is impossible appropriate mitigating measures or accommodations will be considered, which may include working remotely from home or staggered schedules if appropriate.
8. Disinfecting School Sites Prior to Reopening. Prior to reopening, all school sites will be disinfected. To ensure proper disinfection, the Parties agree to the following:
- a. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, vehicles and other equipment. Routine daily cleaning and disinfecting of spaces such as classrooms, break rooms and other common areas will be performed by custodians.
 - b. Unit members will have access to supplies to disinfect high touch surfaces daily such as door handles, handrails, sink handles, toys, games, equipment and instructional material. Routine daily cleaning and disinfecting of classrooms, break rooms and other common areas will be performed by custodians.

9. Communication. The District will communicate with all employees, students, and families about new COVID-19 related protocols. In the event a student or employee tests positive for COVID-19, the District will work with SCPH and provide notice to employees as permitted by law.
10. Employee Absences.
 - a. COVID Exposure or Positive Test. If an employee tests positive for COVID-19 or has another qualifying circumstance, employee will qualify for leave under CBA Article 12, including 12.13 Quarantine Leaves pursuant to a public health authority order or medical quarantine and state and federal leave requirements, including but not limited to FFCRA. If an employee's leave expires and/or if employee is willing and able to work, the District will make reasonable efforts to offer remote work to the employee if essential job duties can be performed.
 - b. Medical Susceptibility. Employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation, and those employees who reside in the same household as a person who is at high-risk, will be entitled to any reasonable accommodation as required by state and/or federal law. The accommodations for high-risk employees may include working remotely from home or otherwise being at home with pay until the crisis passes consistent with the ADA Interactive Process for determining a reasonable accommodations for the performance of essential job functions.
 - c. Exhibiting Symptoms. Employees who exhibit symptoms that are consistent with COVID-19 and who are sent home from work by the District will qualify for leave under CBA Article 12, including 12.13 Quarantine Leaves pursuant to a public health authority order or medical quarantine and state and federal leave requirements, including but not limited to FFCRA. If an employee's leave expires and/or if employee is willing and able to work, the District will make reasonable efforts to offer remote work to the employee if essential job duties can be performed.
11. Changes to Law. This MOU may be changed by the parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impacts the terms of this MOU.
12. Non-precedential. This MOU is not precedent-setting and has been created to address an emergency situation involving the COVID-19 pandemic.
13. Limited Agreement. This MOU addresses only the health and safety implications of reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and SEIU on other working conditions related to the reopening of schools.

For SEIU 1021:

Karla Faucett 8/27/20
Chapter President and/or Designee

For Sacramento City Unified School District:



Jorge A. Aguilar, Superintendent