

District's Proposal
Memorandum of Understanding
Between
The Sacramento City Unified School District (SCUSD)
&
Teamsters Classified Supervisors (TCS)
May 11, 2020

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and Teamsters Classified Supervisors (TCS), collectively "the Parties," with regard to the closure of District schools and programs as a result of COVID-19.

The District and TCS recognize the importance of maintaining learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

Subject: Impacts of COVID-19 Pandemic

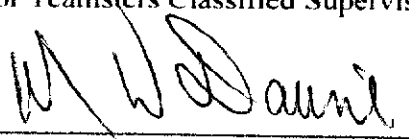
In order to promote the public health and the stability of employees, and to reduce the negative financial impacts on employees, TCS and the District agree to the following:

- 1) When any classified bargaining unit member is directed to be absent from their worksite by order of any Federal, State, or local agency, including the District, the employee shall receive their hourly rate of pay and benefits for so long as the Federal, State, or local order remains in effect.
- 2) Bargaining unit members who exhibit symptoms that are consistent with symptoms of the virus as defined by Public Health (e.g. fever, cough, and difficulty breathing) and who are working at District sites may be sent home by the District for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work. In these cases, bargaining unit members will not have sick leave deducted from their leave balance.
- 3) Consistent with the Emergency FMLA Expansion Act under the Families First Coronavirus Response Act (FFCRA) until 12/31/20 SCUSD employees who are unable to work due to a need for leave to care for their child because the school or day care has been closed or the child care provider is unavailable due to a public health emergency shall receive up to twelve (12) weeks paid leave not to exceed the daily and/or aggregate caps outlined in the FFCRA.

- 4) Consistent with the Emergency Paid Sick Leave Act under the Families First Coronavirus Response Act (FFCRA) until 12/31/20 SCUSD employees who are unable to work or telecommute due to a need for leave as provided for in the FFCRA, including but not limited to 1) employee is subject to a quarantine or isolation order (or caring for someone who is subject to a quarantine or isolation order); 2) employee has been advised by a health care provider to self-quarantine due to coronavirus concerns; 3) employee is experiencing symptoms of coronavirus and seeking medical diagnosis due to coronavirus precautions shall receive up to eighty (80) hours of paid leave (pro-rated for part-time employees) and not to exceed the daily and/or aggregate caps outlined in the FFCRA.
- 5) SCUSD employees who are on an FFCRA leave, and are only eligible to receive two-thirds of their regular rate of pay pursuant to the terms and conditions of the FFCRA, may opt to use accrued sick or vacation leave to make up for the one-third of pay they are not receiving.
- 6) Consistent with Article 16.1.2 SCUSD shall provide the personal protective equipment (PPE's) as outlined by CalOSHA for any employee working and performing duties that require such PPE's, such as interacting with the public, as outlined in their job description.
- 7) Per mutual agreement, timelines for grievances, mediations and arbitrations will be held in abeyance until schools reopen.
- 8) Timelines for employee evaluations will be held in abeyance until normal work activity resumes. Timelines for probationary employees and probationary employee evaluations will be extended until normal work activity resumes.
- 9) If bargaining unit members have not yet completed the mandated trainings, then they must do so by June 30, 2020. Employees who need access to complete the online training will notify their immediate supervisor in writing, which may include texting, so that alternate arrangements can be made. For example, employees may take the required trainings online or the District will make computers available, via loan, for those employees who do not have access to a computer. For those employees who do not have access to the internet, the District will make a space available. Professional growth hours are available for these mandated trainings.
- 10) If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, TCS and SCUSD will renegotiate this agreement. This is a one-time, non-precedent setting agreement to address an emergency involving the closure of our schools due to COVID-19.
- 11) This MOU does not preclude continued discussions between the District and TCS on other working conditions impacted by the COVID-19 pandemic.


12) The District will continue to adhere to the Sacramento County Public Health (SCPH) and the Governor's orders as related to COVID-19, and those employees who are available for work, but are unable to work because of those orders will continue to receive their wages, as outlined in item 1 of this MOU.

For Teamsters Classified Supervisors:


_____ 5/13/2020

Alan Daurie, TCS Representative

For Sacramento City Unified School District:


_____ 5/12/20

Jorge Aguilar, Superintendent