

**PROPOSED Memorandum of Understanding
Between Sacramento City Unified School District
and
Service Employees International Union 1021 (SEIU)**

August 24, 2021

To preserve the continuity of District operations and protect the health and safety of District employees, students, and the communities the District serves, the District SEIU agree as follows:

Testing: The District shall provide daily opportunities for symptomatic and asymptomatic testing of all employees commencing the week of August 30, 2021 at each school, with every effort to ensure result turn-around time within forty-eight (48) hours of testing. Open worksites will have ongoing opportunities for testing based on employees' schedules. Thereafter, the District shall maintain a surveillance program of asymptomatic testing of all bargaining unit members who have not been fully vaccinated against COVID-19 every week.

Bargaining unit members will be required to provide proof of vaccination to the District by August 30, 2021. Bargaining unit members may submit proof of vaccination going to the District's vaccine portal at <https://www.scusd.edu/vaccinations> and (1) providing a digital copy of their COVID-19 vaccine record, (2) attaching a picture of their COVID-19 vaccine card, (3) providing consent to the District's Health Services team to access their immunization record from the CA Immunization Registry, or (4) providing the employee's supervisor with a paper or digital copy. Bargaining unit members who are vaccinated after August 30, 2021, may request to present vaccination proof at a later date through the District's vaccination portal. The District shall provide a worksite computer and assistance with submitting vaccine records at each site and department. When a bargaining unit member submits proof of full vaccination (full course of a 1 dose or 2 dose vaccine) after August 30, 2021, they will no longer be required to undergo routine COVID-19 testing.

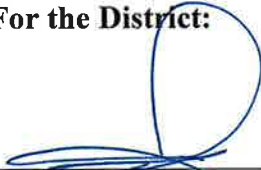
If members are unable or unwilling to provide proof of vaccination, they will be required to participate in the free SCUSD weekly COVID-19 testing program. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing. The District shall provide the choice to employees to get a PCR test each time they are required to be tested. In the event a Rapid test yields a positive result, the District will provide the opportunity to take a PCR test.

Testing appointment opportunities shall include school site hours and at the Serna Center from 12:30pm – 3:30pm Monday - Friday. If a testing opportunity is not available during an employee's shift, the District shall compensate the employee with overtime pay to be tested.

If an unvaccinated bargaining unit member fails to receive weekly testing, the following steps shall be taken:

- A. After the first missed test, the employee will attend the next available testing opportunity as listed in an email or other prompt notification of the missed test.
 - B. After the second missed test opportunity, the employee will be directed to attend the next available testing opportunity.
 - C. After the third missed test opportunity, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
 - D. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they will be placed on paid leave for the day to decide on the course of action that is best for them as an individual, (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
 - E. If the employee fails to comply after that day of paid leave, they will be placed on unpaid leave until test results can be attained.
2. Employees who are participating in free weekly testing will be provided paid time during their work day (not during their duty-free lunch or breaks) to get tested, including reasonable time to travel to and from the testing appointment (if necessary for an off-site location). All employer-mandated testing shall be paid by the employer, including reasonable time to travel to and from the testing appointment.
 3. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.
 4. Vaccinations: The District shall continue to provide vaccinations at no cost to members of the bargaining unit. The District shall also provide booster shots, as available, in the event they are advised to maintain the effectiveness of the vaccine.
 5. This agreement shall remain in effect through June 30, 2022.
 6. This agreement is non-precedent setting.

For the District:



Superintendent
Jorge A. Aguilar

Date: 8/27/21

For SEIU:



President
Karla Faucett

Date: August 24, 2021