

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEIU LOCAL 1021  
AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**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, SEIU 1021 and the Sacramento City Unified School District (SCUSD) 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. In the event that the District is going to return a classified member or classification back to their work site, the District agrees to provide the Union with advance written notification of the classified member or classification that will be returned, and will meet and confer prior to their return so that concerns can be addressed.
- 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) District's proposal - Consistent with Article 16.1.1 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. SCUSD shall provide PPE recommended by CalOSHA which may include masks to those workers who are working in public settings or where other social distancing measures are difficult to maintain, or where it is the employee's job function to clean and disinfect possible COVID-19 contamination. If the District is unable to obtain PPE due to a shortage of supplies, it shall work with SEIU to identify alternatives.

Nutrition Services employees, Custodians, and Security Officers shall not be compelled to work if the District is unable to provide PPE or an alternative recommended by CalOSHA or a state or local public health authority. The District will ask Nutrition Services employees, Custodians, and Security Officers to indicate if they request one (1) face shield and, based on this information, the District will place an order for face shields. Upon receipt of the face shields, one (1) face shield will be distributed to those members identified by the District. It is the employees' responsibility to properly maintain and clean the face shield.

- 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) Employees will not be required to perform duties that are not included in their job descriptions.
- 10) During the school closure period, the District shall take all reasonable steps to accommodate working remotely including providing laptops, licenses or necessary items required to complete duties as required to work remotely. The District will make arrangements for employees to enter their work spaces to retrieve critical items and resources to work remotely. If employees are required to purchase supplies, in order to perform their normal work functions, SCUSD will reimburse them for the total cost. Employees who need to purchase supplies to perform their work shall receive written permission for the purchase from their immediate supervisor prior to making the purchase.
- 11) 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.

- 12) This MOU is subject to the grievance process as defined in Article 18 of the contract between SEIU 1021 and SCUSD.
- 13) If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, SEIU 1021 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.
- 14) This MOU does not preclude continued discussions between the District and SEIU on other working conditions impacted by the COVID-19 pandemic.
- 15) 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 working remotely or 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 SEIU 1021:



Chapter President



Chapter Vice President



Field Staff

For Sacramento City Unified School District:

  
4/23/20

Jorge Aguilar, Superintendent

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Education Team Field Director

Signature: Kaden Kratzer

Kaden Kratzer (Apr 27, 2020)

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