

Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

Safely Reopening Schools to In-Person Instruction/Services
& Independent Study
March 27, 2022

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 the Sacramento City Teachers Association ("SCTA") 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.

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. CDPH "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", ~~dated August 2, 2021~~, as updated from time to time.
2. SCDPH guidance applicable to schools.
3. The SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated **March 11, 2022 (update date to latest version throughout this MOU)**), subject to SCTA approval), except in instances where the SCUSD "Return to Health" plan conflicts with this MOU, wherein this MOU shall prevail.
4. The District agrees to comply with ~~the above health and safety guidelines~~ ~~if any~~ provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendat

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA 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 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:

Beginning October 15, 2021, the District shall ~~conduct~~ provide COVID testing for all students and staff returning to any school or worksite, and shall continue to offer testing for all students and staff at least weekly, subject to availability of testing materials and staff. 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 turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services 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.

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.

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 at least **twice weekly** with reported confirmed positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will ~~be self-~~ screen 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, who shall be available while in-person learning is occurring.~~ The District will contract to provide medical assistants to assist with COVID testing, and when not testing they can also assist with screening, providing supervision of the care room if/when needed, ensuring health and safety measures are in place and contact tracing.

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 VI: Protocol for Monitoring COVID 19 Symptoms and Positiv tastDiarrhea

with the notification method that was in place during the 2020-21 school year.

- F. Extension of SB95 COVID Sick Leave Provisions: In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expired on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year, retroactive to October 1, 2021 and through December 31, 2021, after which the COVID sick leave required by state law SB114_ shall apply. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.
- G. Quarantine Leave: 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. Teachers who are required to quarantine for COVID-19 related reasons may volunteer to provide instruction remotely via Zoom to students in the classroom while those students are supervised by a substitute and that such teachers be compensated for the additional time needed to prepare for such Zoom instruction.
- H. 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 VII: 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 and incorporated in the SCUSD "Return to Health: Health and Safety Plan During COVID -19" (dated August 5, 2021).

A. Physical Distancing

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 shall be consistent with CDPH guidelines and enable individuals to maintain as much physical distance as possible.

B. Face masks and Cloth Face Coverings

1. The District shall make available disposable N95 or KN95 masks to staff to wear while on school grounds if staff or students may have forgotten a mask. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.

2. The SCUSD masking policy adopted by the Governing Board and effective March 12, 2022:

When Sacramento County falls to the "low community level" per Cen

SCTA Proposal for Settlement on Safely Reopen Schools to In-Person Instruction
March 27, 2022 at 10:30 p.m.

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A. Traditional In-Person Instruction:

1. The parties will implement a traditional, in-person instructional model.

2. In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for

SCTA

Section XII Professional Development including Mandatory Implicit Bias Training Prior to the Commencement of In-person Instruction.

[Union proposal of 8-24-21 at 8:15 p.m. on this matter]

Section XIII: Non-precedent setting: This agreement is non-precedent setting.

~~Section XIV. Indemnity Clause: This agreement will be enforced through the parties' collective bargaining agreement, including but not limited to, Article 4, Grievance and Arbitration Procedure. Because of SCU SD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of \$250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.~~

Section XV: Expiration Date: This Agreement shall expire in full without precedent on the last day of ~~the 2022-2023~~ traditional school year, unless extended by mutual written agreement.

~~Because the Employer has unlawfully not fully shared its reopening plans, safety plans, and instructional plans, the Union reserves the right to amend, modify or otherwise change this proposal at any during this negotiation pro~~