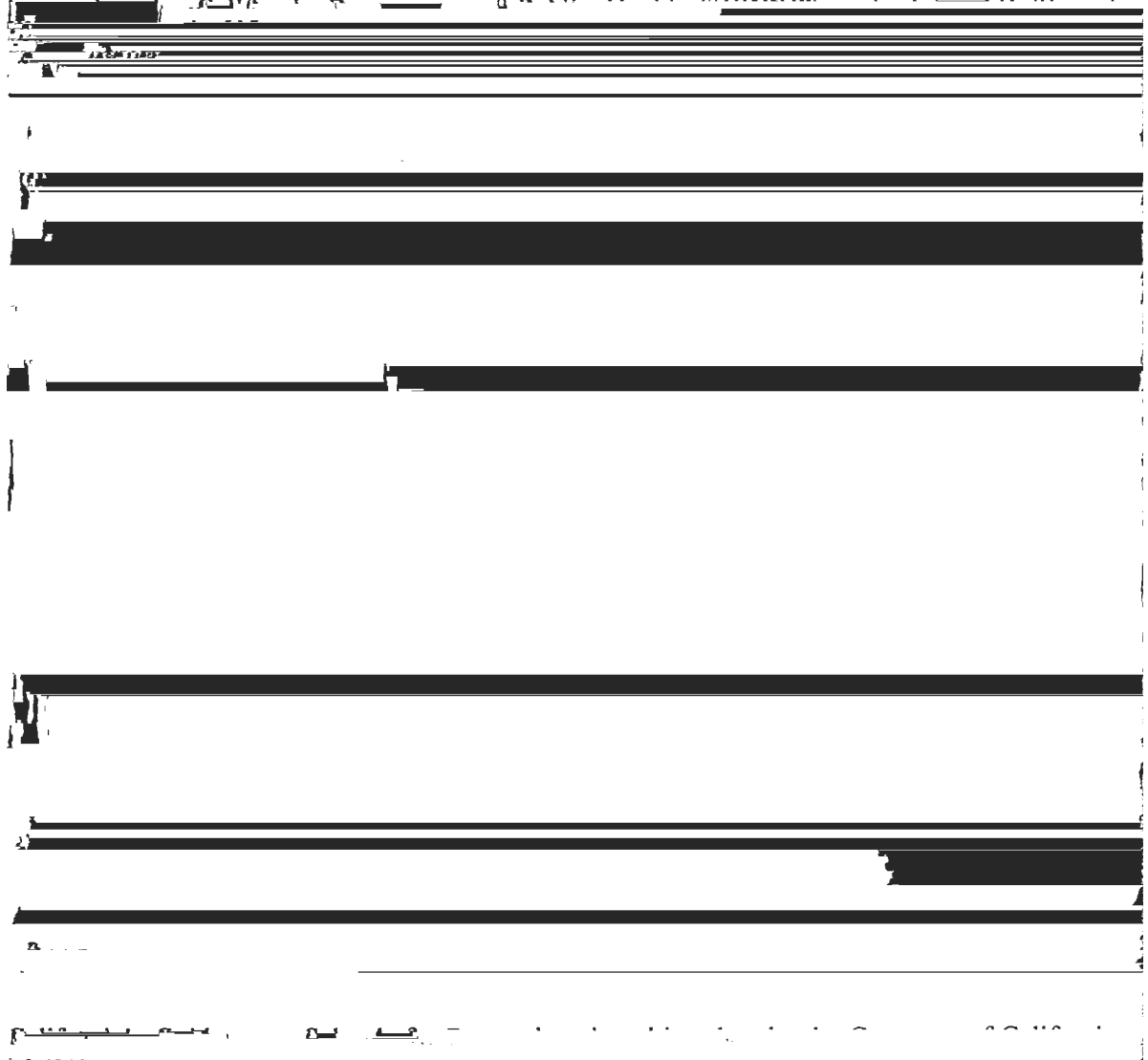


Proposed Memorandum of Understanding
Between

Sacramento City Unified School District (SCUSD)
&
Teamster Union Local 150

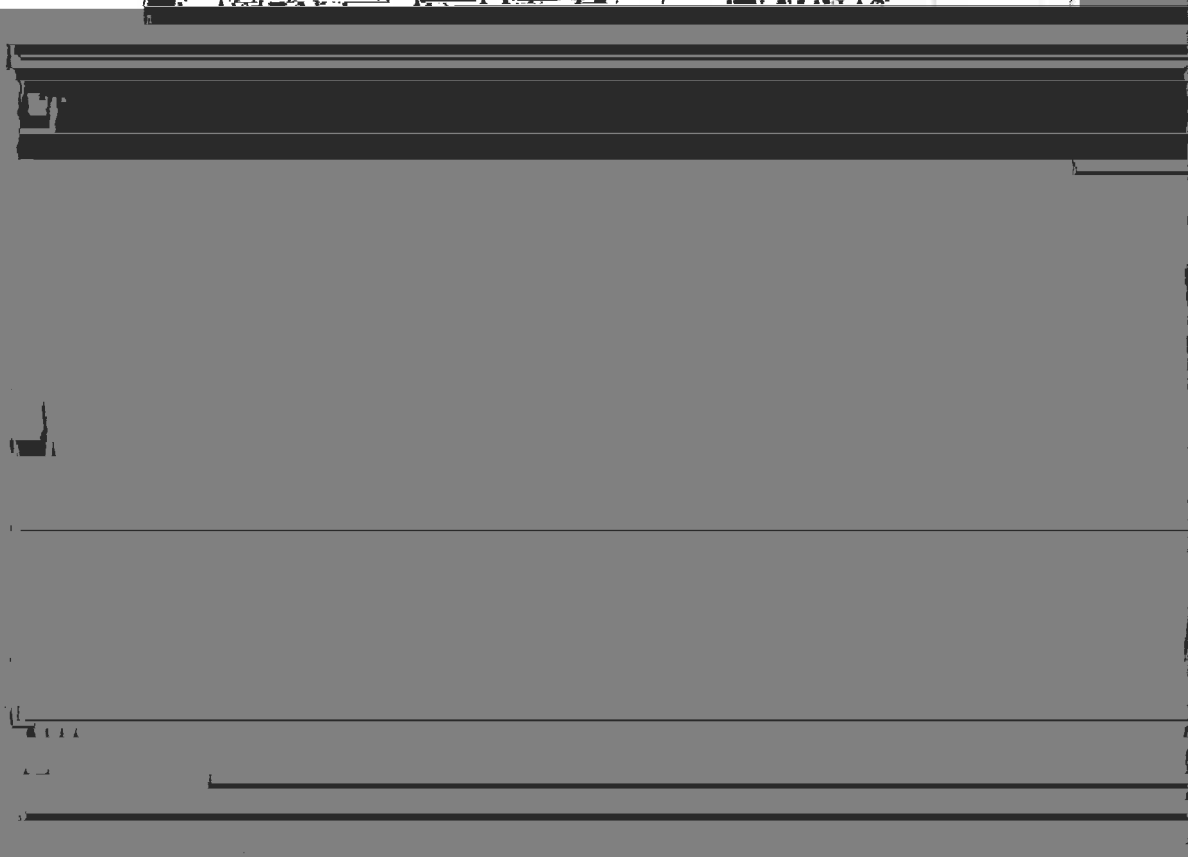
Safely Reopening Schools to In-Person Instruction/Services
March 31, 2021 (revised April 6, 2021)

This is a Memorandum of Understanding/Agreement (“Agreement”) between Teamster Union Local 150 and the Sacramento City Unified School District (“SCUSD”), collectively “Parties” related to the impacts and effects of the COVID-19 (Coronavirus) pandemic and the Governor’s Pandemic Plan for Learning and Safe Schools, the 2020-2021 school year California Department of Public Health Framework regarding Distance Learning and guidelines regarding in-person



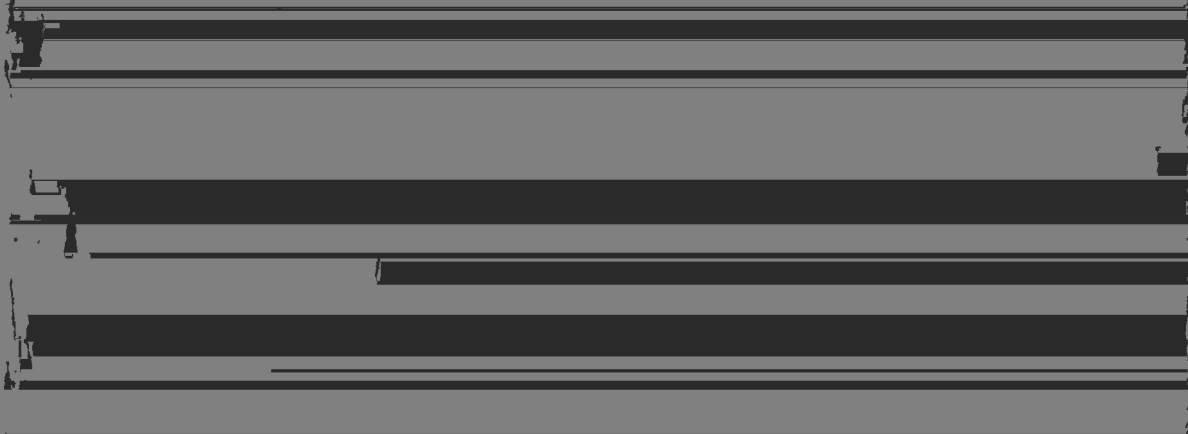
Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", dated January 14, 2021.

2. The SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021), except in instances where the SCUSD "Return



Section III. Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines.

Δ Prior to reporting in-person to District schools or worksites unit members shall have had



- C. The Parties shall communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;
- D. The District shall each provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;
- E. Unit members may use 2-hours to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of paid time in order to be vaccinated. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.
- F. Leaves in addition to those already provided by the CBA are available pursuant to SB 95

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore we must maintain all other public health mitigation strategies already in practice

Before students return to school sites for in person learning, the District shall provide COVID

[REDACTED]

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 District personnel.

[REDACTED]

District shall adhere to the testing requirements of the "outbreak" (3 COVID cases at a California school) and outbreak (20 or more District students) that call for immediate testing and twice weekly outbreak, among other measures.

The District shall create and maintain a Public Dashboard that reports all instances of positive

[REDACTED]

and will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel consistent with the following:

[REDACTED]

F. Any staff member identified as a close contact who must quarantine as a result of a workplace exposure will not suffer a loss of pay or sick leave.

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 COVID-19 testing, tracing, and monitoring, and monitoring by the State and County Health Department Directives in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated March 13, 2021).

A. Physical Distancing

The District shall limit occupancy of bathrooms, elevators, locker rooms, staff

equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.

PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.

The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes surgical masks, face shields, and disposable gloves.

The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse and each school/worksite will receive monthly deliveries of supplies and on demand

viii Nothing in this section precludes a unit member and supervisor from engaging in a discussion regarding additional PPE _____

ix Unit members may bring their own PPE so long as the PPE complies with CDC guidelines.

C. Sanitation Stations

The District will ensure that hand washing stations and sanitizing supplies (including paper towels, tissues, hand sanitizer with at least sixty percent (60%) ethyl alcohol, and disinfectant wipes) are easily accessible in all areas frequented by staff.

C. D. Ventilation and Filtration: The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.

The above standards shall be maintained. COVID-19 health and safety conditions _____

request a classroom check and be provided the use of the logger, if they detect an immediate problem or concern of a ventilation system failure

The District will work with qualified third parties to conduct evaluations of its air ventilation and filtration systems with the targeted time-frame goals based on availability of materials. The District will work with its existing controls vendor to install compatible CO2 monitors by the fall semester of 2021-2022. The District will work with qualified vendors to engineer and install CO2 monitors in rooms that lack compatible controls with the existing building control system. The District's goal is to install these CO2 monitors by spring semester 2022. Finally, the District will retain a qualified 3rd party technician to complete a TAB report of all units by the end of spring semester 2022. A copy of that report will be provided to SEIU upon completion. The parties recognize that this issue may be revisited in subsequent negotiations about safety conditions related to the 2021-22 school year based on information that is more up-to-date after the expiration date of this agreement.

Section IX COVID-19 Prevention Program (CPP)

Before a school site is reopened, parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as

[REDACTED]

For those Teamster Local 150 employees who do not work at a school site and who have not yet returned to in person work, they will return to in person work as the needs of their department dictate, but no earlier than April 5, 2021.

The parties agree to the commencement of in person instruction according to the following:

[REDACTED]

- a. April 8: Pre-K through 3 and all K-6 Special Day Class students
- b. April 15: All 4-6 grade students
- c. April 22: 7-12 Grade students

In addition, those Teamster Local 150 members who have been working full-time on-site daily since July 1, 2020, during the pandemic in preparation for the reopening of schools and providing needed services to our students while facing an increased risk of COVID-19 infection:

[REDACTED]

