



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1g

**Meeting Date:** February 18, 2021

**Subject:** Approve Amendment to MOU Between SCUSD and SEIU Regarding COVID-19 Health and Safety Measures 2020-2021 School Year to Allow for Access to Sites by Public

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** Approve amendment to MOU between SCUSD and SEIU regarding health and safety measures for public access to sites.

**Background/Rationale:** This amendment to the prior MOU reached with SEIU in August of 2020 addresses impacts to SEIU members that may result from SCUSD moving forward to allow for public access to its school sites consistent with all federal, state, and local requirements.

**Documents Attached:**

1. Proposed Amendment to MOU
2. MOU August 19, 2020

<p><b>Estimated Time of Presentation:</b> NA <b>Submitted by:</b> Raoul Bozio, In House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**PROPOSED AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
Between**

**Sacramento City Unified School District  
&  
Service Employee International Union (SEIU), Local 1021**

**AMENDMENT to MOU COVID-19 Health and Safety Measures 2020-2021 School Year**

[REDACTED]

**for Access to Sites by Public**

**December 18, 2020**

This Amendment Agreement is between the Sacramento City Unified School District (District) and the Service Employee International Union (SEIU), Local 1021, collectively “the Parties,” updating and amending the MOU reached between the Parties dated August 19, 2020, concerning the health and safety measures related to reopening District schools for the 2020-2021 School Year (“August 19 MOU”). The August 19 MOU remains in effect subject to the modifications below

[REDACTED]

7. Changes to Law. This Amendment may be changed by the parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impacts the terms of this Amendment.

For SEIU 1021:

*Karla Faucett 2/5/2020*

For Sacramento City Unified School District:



Chapter President and/or

Superintendent Loretta A. Amador

**PROPOSED MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Sacramento City Unified School District**  
**&**  
**Service Employee International Union (SEIU), Local 1021**

**MOU- COVID-19 Health and Safety Measures 2020-2021 School Year**

**August 19, 2020**

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Service Employee International Union (SEIU), Local 1021, collectively "the Parties," regarding health and safety measures related to reopening District schools for the 2020-2021 School Year.

[REDACTED]

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information

[REDACTED]

available to SEIU and staff. The District will follow the current CDPH and local SCPHD guidelines, including the July 17, 2020 and August 3, 2020 guidelines.

- b. Exposure to COVID-19. In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials, so that the Superintendent may consider whether school closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.

2. Travel and Illness Prevention Program (IIPP). The District has and will update as needed the IIPP

[REDACTED]

to address the unique circumstance during the COVID-19 crisis and will make such update accessible to employees.

4. Campus Access.

- a. Limits on Visitors. The Parties agree that schools shall be closed to non-essential visitors. Essential visitors include, but are not limited to, government agency staff conducting health and safety assessments with children and/or our facilities. Essential visitors may also include a parent/guardian attending an essential meeting, such as an Individual Education

Guidance for Staying Home When Sick: Unit members will be directed to stay home if

they have signs or symptoms of illness including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Employees and students shall also stay home if they have been told to quarantine in light of COVID-19 precautions. Employees

District will provide reasonable accommodations to unit members who are unable to wear a face covering for medical reasons through the interactive process.

- b. Face Shields. Face shields may be used by teachers to enable students to see their faces and to avoid potential barriers to phonological instruction. Face shields with a cloth drape can

be used for those who are unable to wear face coverings for medical reasons. Per

Cal/OSHA, considerations for face shields should include a cloth drape attached across the bottom and tucked into the neckline of the garment worn by the employee.

- 7 Physical Distancing. Physical distancing will be practiced at all District work locations requiring individuals to maintain at least 6 feet from other people at all times. During times where

