

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
SFUSD UNIONS: IFPTE 21, SEIU 1021, UESF and UASF
REGARDING HEALTH AND SAFETY STANDARDS**

This Memorandum of Understanding is entered into between the San Francisco Unified School District (District) and the Service Employees International Union Local 1021 (SEIU 1021) subject to final approval of both the District Board of Trustees and the members of the SEIU 1021.

San Francisco Unified School District (“District”) and its exclusive bargaining agents (“Unions”) agree on the following Addendum to the Memorandum of Understanding regarding health and safety standards. If a provision in the MOU is contrary to an express provision of this Addendum, this Addendum shall take precedence.

The parties agree that for the duration of the term ending July 31, 2022, all District schools and facilities are open for regular in-person instruction at all grade levels under this MOU. The parties also recognize that the county “tier” system previously in use under the California Blueprint for a Safer Economy is no longer used by CDPH or SFDPH.

1. Section I (A) (4): If any provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendations, and considerations from SFDPH or CDPH the Parties agree to meet and confer upon request from either party.
2. **Staff Who Are Not Fully Vaccinated.** Staff who are not fully vaccinated shall maintain physical distance of at least six (6) feet from other people who are not in their household to the maximum extent possible, provided this shall not interfere with the District’s ability to provide in-person instruction.
3. The District will make every effort to provide options for safe gatherings (including lunch periods) of staff, students and other community members at school and work sites including outside spaces and virtually provided this shall not interfere with the District’s ability to provide in-person instruction.
4. **COVID Testing.** This section replaces the language in Section III (A) and (B):
 - A. **Staff Testing:** COVID test kits will be offered at each school and work site to all staff who are not fully vaccinated and to all staff who present symptoms while on site. Test kits may be dropped off at over twenty (20)

drop-box locations across the District. COVID testing shall be provided at no cost to staff and during paid time in the event of a staff member being identified as a close contact while at work. COVID testing will be required of staff who are not fully vaccinated at least once per week.

- B. Student Testing: COVID testing will be provided at no cost at over twenty (20) mobile test locations across the District for students. The District shall communicate on a weekly basis via the Family Announcement Bulletin and the front page of the District Website with the families of students in writing in their preferred language about the availability of the COVID-19 testing to them, including where they may receive the test and how to make an appointment, if necessary, to be tested. The District will encourage students who are not fully vaccinated to get COVID tested at least once per week.
- C. Duration: The District shall implement sections 3A and 3B above through December 31, 2021. At that time, the District shall revisit its plans based on public health guidelines and will meet and confer with the Unions if changes to the testing program are recommended.

5. **Vaccinations.** The District shall make every effort to ensure that every student 12 years and older, and every student under 12 once a vaccine for such age is approved or authorized for emergency use, has been offered the opportunity to be vaccinated, and actively support and assist the SF Department of Public Health in coordinating the administration of the COVID-19 vaccine to eligible students, to the best of the District's ability, including the measures listed below:

- A. The District shall communicate on a weekly basis via the Family Announcement Bulletin and the front page of the District Website with the families of students 12 years and older, and the families of students under 12 once a vaccine for such age is approved or authorized for emergency use, in writing in their preferred language 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.
- B. The District shall provide via the Family Announcement Bulletin and the front page of the District Website to the families of students 12 years and older, and the families of students under 12 once a vaccine for such age is approved or authorized for emergency use, written educational materials in their preferred language 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.

- C. The District will request that DPH implement a school-site based vaccination program available at all sites for students 12 years and older, and for students under 12 once a vaccine for such age is approved or authorized for emergency use.

- 6. **Ventilation.** This section replaces the language in Section VI (E) -- Ventilation:
The District shall take every measure to ensure and promote clean air in all classrooms and multi-occupancy indoor spaces. The District shall install portable air cleaners that use HEPA filters in classrooms and other multi-occupancy indoor spaces wherever possible. The parties to this agreement will meet and confer no later than October 15, 2021 to discuss upgrading the ventilation system of schools and worksites to comply fully with ASHRAE standards for schools, including upgrades to building electrical systems to allow the use of portable air cleaners that use HEPA filters in communal indoor spaces wherever possible.

Within one month of the signing of this Addendum, the District shall share internally on its intranet website, in the Weekly Oasis Bulletin, and with the parties to this agreement the detailed results in electronic form of its comprehensive survey of ventilation and windows across all school sites in preparation for the 2021-2022 school year, with the results broken down by school sites. The District shall ensure that every multi-occupancy room in every school site will have at minimum one of the following: (1) operable windows AND/OR (2) mechanical ventilation AND/OR (3) portable air cleaners. The District will ensure that all school sites have been cleared and approved by the San Francisco Department of Public Health. In addition, the District shall also ensure that all multi-occupancy rooms in District worksites will have at minimum one of the following: (1) operable windows AND/OR (2) mechanical ventilation AND/OR (3) portable air cleaners.

- 7. **Physical Distancing.** This section replaces the language in Section VI (A) -- Physical Distancing Outside the Classroom. Physical distancing on District sites and facilities, both inside and outside the classroom, shall be complied with to the highest standard required or recommended for schools and district worksites respectively by SFDPH, CDPH, Cal-OSHA, and CDC guidelines.
- 8. **Face Masks.** The District will follow the highest standard of COVID-19 guidelines/requirements from SFUSD, CDC, Cal-OSHA, SFDPH, and/or CDPH as it relates to students and staff being required to wear face masks at school sites and at District communal worksites. With the exception of enclosed individual offices, masking is required in all SFUSD work spaces, including school sites and District offices.

- A. By August 23, 2021 the District will develop an update to and implement procedures regarding face masks that will be implemented district-wide including:
 - i. what to do when students and staff do not comply with the face mask procedures
 - ii. will ensure that every site and District office will always have enough face masks available
 - iii. Communications to families and staff in multiple languages regarding the procedures
 - iv. A family mailer in multiple languages that welcomes families back to the new school year that includes information about masking. The language in the mailer regarding masking shall be provided to site leaders and administrators to use in communications with families in multiple languages.
 - v. Sample lessons appropriate for grade levels regarding COVID-19 prevention measures including the importance of face masks

9. Health Screenings: To maximize compliance with health screenings, the District shall:

- A. Provide sites with signage, including the 3 screening questions, for the front entrance to schools and District communal sites, that state all persons entering must have completed the health screening prior to entry, and no entry shall occur if they answered yes to any of the questions.
- B. For the first three weeks of the school year, the District shall send one robocall, one text message and one email to all families each week reminding them to comply with the health screening questions
- C. Provide all families with the tools needed for health screening: instructions in multiple languages, videos, etc.

10. Cleaning and Disinfection: In accordance with updated public health guidance the District shall implement the following:

- A. Additional disinfection only after a confirmed COVID-19 case, and only in areas where the person with COVID-19 spent a large proportion of their time (classroom, or an administrator's office) within the last 24 hours.
- B. If more than 24 hours have passed since the person who is sick or diagnosed with COVID-19 has been in the space, the space will be cleaned.
- C. If more than 3 days have passed since the person who is sick or diagnosed with COVID-19 has been in the space, no additional cleaning is needed.

11. In light of the current surge of the Delta variant of the virus and the expiration of the COVID sick leave provisions in California SB 95, and, the parties agree to meet and confer by September 1, 2021 over COVID-19 paid sick leave.

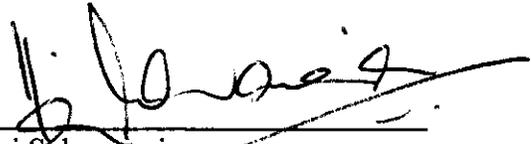
12. Central office staff shall return to worksites only as needed to perform essential operations as determined by their division chief until the District demonstrates that the staff person's building has met the standards set by Cal-OSHA and SFPDH. If an employee or their union disagree that the work is essential, they may appeal the determination to the Superintendent whose decision shall be final. The Parties to this agreement shall meet and confer no later than September 15, 2021 regarding this section and the District's plan to demonstrate compliance with these standards.



Daniel Menezes 08/11/21
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