

**TENTATIVE AGREEMENT  
MEMORANDUM OF UNDERSTANDING  
FOR HEALTH AND SAFETY  
BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT (SFUSD)  
AND  
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021  
(SEIU LOCAL 1021)  
FOR SCHOOL YEAR 2021-2022**

**A. CLERICAL STAFF (1424, 1426, and 1446 and all other Civil Service clerical job descriptions that may apply):**

1. Clerical staff will fulfill the duties outlined in the Civil Service job descriptions that apply to their classification (1424,1426, and 1446 and all other Civil Service clerical job descriptions that may apply) and will only be engaged in varied clerical work and job duties relative to office operations with SFUSD's return to in-person school.
2. Students are expected to adhere to wearing masks and other safety provisions provided in various health and safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that students are in compliance with District's health and safety protocols at all times on District school sites.
3. Consistent with Article 14.5 of the CBA between the parties, clerical staff in the bargaining unit shall not be requested to serve in the place of a certificated personnel. Clerical staff will not be required to do the job duties of other bargaining units or other non-clerical classifications.
4. The District shall provide all clerical staff with proper PPE for COVID-19 health and safety, in accordance with the Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.'s 1 and 2, consistent with SFDPH and Cal-OSHA guidance. All required PPE for clerical staff shall be provided by the District.
5. Clerical staff will be provided information of how school sites will make provision for nurse(s), social worker(s), health screener(s), isolation room supervisor(s), T-10(s), teacher aide(s), custodian(s), student nutrition worker(s), childcare worker(s) or any capacity necessary to facilitate their work duties relative to office operations with SFUSD's return to in-person school and may be asked to provide clerical support to create this list.

6. Parents are expected to adhere to wearing masks and other safety provisions provided in the Health and Safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that parents are in compliance with District's health and safety protocols and SFDPH guidance(s) at all times on District sites.
7. The District shall make every reasonable effort to ensure that vendors are in compliance with District's health and safety protocols and SFDPH guidance(s) at all times on District sites.
8. The District will provide potable water.
9. The District will comply with the relevant provisions regarding Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.'s 1 and 2.
10. Covid-19 test kits will be offered at no cost consistent with the Health and Safety agreements Addendum No.'s 1 and 2.
11. The District shall make every reasonable effort to provide sufficient clerical staffing - including additional clerical staff - for varied clerical work and job duties at schools/ sites with SFUSD's return to in-person school.
12. Clerical staff shall be offered equitable opportunity for any additional hours of work in accordance with Article 14.7.1 and 14.10 of the Collective Bargaining Agreement.

**B. Health Workers:**

1. The District shall provide Health workers with proper PPE i.e., face covering, gloves, goggles, hand sanitizers to be able to safely perform their duties while working at school sites, around students and staff, consistent with the Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.'s 1 and 2. All PPE for the Health Workers shall be provided by the Department or by the school sites.
2. The District shall have a safe space for Health Workers working at school sites when they have completed their assessments and need to do their paperwork. A safe space can be an office or classroom not being used. If a safe space is not available, Health Workers will notify their supervisor and site administrator in order to identify an adequate space for use at the school site or to determine if they can access a work space at 1515 Quintara St, San Francisco, CA.

3. SFUSD shall provide Health Workers with the proper training about COVID-19 as to Corona Virus Protection Plan (CCPP) and all other District's safety protocols for COVID-19.
4. Upon approval from their supervisor, the District shall reimburse for all expenses incurred by the Health Worker during the Shelter-in-Place for out-of-pocket expenses for District supplies, i.e. printer ink, paper etc. All future expenses must be pre-approved from their supervisor for the purchase.
5. COVID-19 test kits will be offered at no cost, consistent with the Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.'s 1 and 2.

**C. STUDENT NUTRITION SERVICES (SNS):**

1. SNS staff will maintain the highest standard of social distancing required by the San Francisco Department of Public Health (SFDPH) for schools and district work sites, including but not limited to the kitchens, cafeterias, packing areas, storerooms, classrooms and outdoor dining areas.
2. SNS staff will maintain the highest standard of social distancing required by the San Francisco Department of Public Health (SFDPH) during meal service, including tray set-up for children in the classroom, delivery of classroom bags for pick up, meal service in cafeteria or outdoor settings.
3. SNS staff will only clear, clean and sanitize the food cart used for the delivery of the meal service, serving equipment/tables, the kitchen, and/ or the food prep area. This includes cleaning the cafeteria when used as a meal preparation area.
4. The District shall provide a sufficient amount of disposable surgical masks for each SNS staff per day. Replacements will be available as needed.
5. The District shall provide sufficient cloth masks per month for each SNS staff engaged in meal service. Replacements will be available as needed.
6. The District shall provide a sufficient amount of disposable gloves, of the right size, per week per SNS staff. Replacements will be available as needed.

7. The District shall provide a sufficient amount of disposable aprons per site per SNS staff. Replacements will be available as needed.
8. The District shall provide sufficient reusable/cleanable face shields for each SNS staff engaged in meal service. The District will provide cleaning instructions and cleaning products for the face shields. In the event that a face shield is damaged, the District will replace the face shield.
9. The District shall make every reasonable effort to provide SNS staff sufficient staffing including additional staff — for varied student nutrition services work and job duties at schools/ sites with SFUSD’s return to in-person school. SNS and As-Needed staff shall be offered equitable opportunity for any additional hours of work in accordance with Article 14.7.1 and 14.10 of the Collective Bargaining Agreement.
10. COVID-19 test kits will be offered at no cost, consistent with the Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.’s 1 and 2.
11. The use of PPE in schools and district work sites for COVID-19 protection will be consistent with SFDPH and Cal-Osha guidance / regulation. If guidelines from Cal-Osha and SFDPH differ, the higher standard shall prevail.
12. The District shall make every reasonable effort to ensure that vendors are in compliance with District’s health and safety protocols and SFDPH guidance(s) at all times on District sites.

**D. CUSTODIANS:**

1. Custodial staff (including represented supervisory staff) will fulfill the duties outlined in the Civil Service job descriptions that apply to their classifications (e.g. 2708, 2716, 2727, and 2730) relative to custodial operations — in their assigned workplace during SFUSD’s return to in—person school.
2. Students are expected to adhere to wearing masks and other safety provisions provided in various health and safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that students are in compliance with District’s health and safety protocols at all times on District school sites.

3. Consistent with Article 14.5 of the CBA between the parties, no Custodial staff will be requested to perform the duties of other bargaining units, nor will custodial staff be expected to perform duties outside their classifications.
4. Parents are expected to adhere to wearing masks and other safety provisions provided in the Health and Safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that parents are in compliance with District's health and safety protocols and SFDPH guidance(s) at all times on District sites.
5. Vendors are expected to adhere to wearing masks and other safety provisions provided in the Health and Safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that vendors are in compliance with the District's health and safety protocols.
6. The District will provide potable water.
7. The District will comply with the relevant provisions regarding Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.'s 1 and 2.
8. The District shall provide sufficient surgical masks for each custodial staff engaged in custodial service per day. Replacements will be available as needed in the event that a mask is damaged.
9. The District shall provide sufficient cloth masks per month for each custodial worker engaged in custodial service. Replacements will be available as needed in the event a cloth mask is damaged.
10. The District shall provide sufficient disposable gloves, of the right size, per week per custodial member. Replacements will be available as needed.
11. The District shall provide sufficient goggles for cleaning duties where safety data sheets require this protection. Replacements will be available as needed.
12. The District shall provide sufficient face shields for each custodial worker for cleaning duties that require this protection, for example, power washing or deep cleaning locker rooms and restrooms. Replacements will be available as needed.

13. The District shall make every reasonable effort to provide custodial workers sufficient staffing – including substitute and floating staff - for varied custodial work and job duties relative to custodial operations at schools/ sites with SFUSD’s return to school.
14. Custodial and floating staff shall be offered equitable opportunity for any additional hours of work in accordance with Articles 14.7.1 and 14.10 of the Collective Bargaining Agreement.

**E. ASSISTANT HOUSE PARENTS AND HOUSE PARENTS:**

1. Assistant House parents and House Parents staff will fulfill the duties outlined in the Civil Service job descriptions that apply to their classifications (e.g. 2672, 2674) relative to house parents duties in their assigned workplace during SFUSD’s return to in-person school.
2. The District shall provide Assistant House parents and House Parents staff with proper PPE for COVID-19 health and safety, in accordance with the Baseline Health and Safety Standards agreement of February 6, 2021 and Health and Safety agreements Addendum No.’s 1 and 2, consistent with SFDPH and Cal-OSHA guidance. All required PPE shall be provided by the District.
3. Students are expected to adhere to wearing masks and other safety provisions provided in various health and safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that students are in compliance with District’s health and safety protocols at all times on District school sites.
4. Parents are expected to adhere to wearing masks and other safety provisions provided in the Health and Safety MOUs between SFUSD and SEIU 1021 and in compliance with SFDPH guidance(s). The District shall make every reasonable effort to ensure that parents are in compliance with District’s health and safety protocols and SFDPH guidance(s) at all times on District sites.
5. The District shall make every reasonable effort to ensure that vendors are in compliance with District’s health and safety protocols and SFDPH guidance(s) at all times on District sites.
6. The District will provide potable water.

7. The District shall provide a sufficient amount of disposable gloves, of the right size, per week per assistant house parents and house parent staff. Replacements will be available as needed.
8. The District shall provide assistant house parents and house parent staff shirts, smocks, aprons and non-skid covers for shoes in accordance with Article 21.1.4 of the collective bargaining agreement between the parties.
9. The District shall provide sufficient face shields for each assistant house parent and house parent staff for cleaning duties that require this protection. Replacements will be available as needed.

**F. GENERAL PROVISIONS:**

1. The District will comply with all health and safety provisions outlined in the Health and Safety agreements for all SEIU members.

**2. COVID-19 Supplemental Paid Sick Leave**

In light of the expiration of California Senate Bill 95, effective September 30, 2021 and through December 20, 2021, all employees shall have access to supplemental paid sick leave if they are unable to work for any of the following reasons:

- A. The employee is fully vaccinated against COVID-19 or has an approved exception or deferral of vaccination and is caring for a family member who is subject to a COVID-19 quarantine or isolation period as determined by public health guidelines or as advised by a healthcare provider; or
- B. The employee is fully vaccinated against COVID-19 or has an approved exception or deferral of vaccination and is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises; or
- C. The employee is fully vaccinated against COVID-19, or has an approved exception or deferral of vaccination, and is subject to a quarantine or isolation period as determined by public health guidelines or as advised by a healthcare provider, for reasons that may include having received a positive COVID-19 test, experiencing COVID-19 symptoms and seeking a medical diagnosis or awaiting the results of a COVID-19 test, or being a close contact of someone who has tested positive for COVID-19.

COVID-19 Supplemental Paid Sick Leave shall be provided in addition to any other paid sick leave to which the employee is already entitled, including the provisions in Section II of the COVID-19 Health and Safety MOU of February 6, 2021 for paid release time for vaccination and up to 5 days of paid sick leave for any employee that cannot work due to side effects from receiving the COVID-19 vaccine. -

In the event that California Senate Bill 95 or the provisions therein are extended by local, state or federal policy, any supplemental sick leave used by employees shall be credited towards any additional allocation of sick leave provided by such policy. The parties agree to meet and confer upon request of either party in January of 7, 2022 to discuss the continuation of paid sick leave for the reasons above based on (1) the need for such sick leave for staff (2) the District's budget and (3) the spread of COVID-19 in San Francisco.

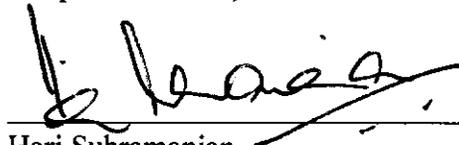
2. This agreement expires at the end of the 2021-22 school year.

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Carrie Slaughter      Date:  
San Francisco Unified School District



Rafael Picazo  
Chapter President, SEIU 1021



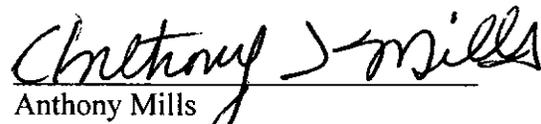
Hari Subramanian  
Field Team Supervisor - Ed, SEIU 1021



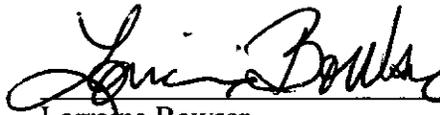
Shellie Wiener  
Secretary, SEIU Local 1021

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Antonae Robertson  
Treasurer, SEIU Local 1021

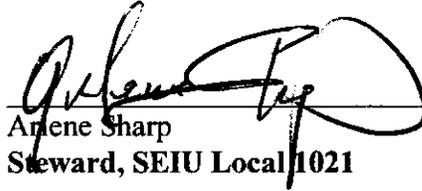


Anthony Mills  
Chief Steward, SEIU Local 1021



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Lorraine Bowser  
Steward, SEIU Local 1021

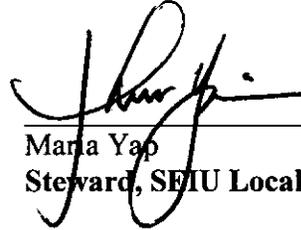


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Arlene Sharp  
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Jeanine Butler  
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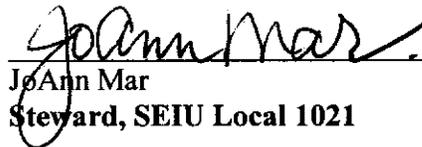


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Marla Yap  
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Christian Bentiez  
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JoAnn Mar  
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Damien Minor  
Steward, SEIU Local 1021

