

**Memorandum of Understanding  
between  
Elk Grove Unified School District  
and the  
California School Employees Association  
and its  
Elk Grove Chapter #831**

**2020-2021 RESPONSE TO COVID-19**

January 26, 2021

This is a Memorandum of Understanding ("MOU" or "Agreement") between the Elk Grove Unified School District ("District") and the California School Employees Association, and its Elk Grove Chapter #831 ("CSEA"), collectively referred to hereinafter as "the Parties" concerning the 2020-2021 school year consistent with District, State and Local County Public Health Orders.

**Recitals**

1. This Agreement sets forth the 2020-2021 protocols and terms that the District and CSEA have agreed upon regarding working conditions for CSEA bargaining unit members supporting students during the COVID-19 public health emergency.
2. The District and CSEA recognize the importance of maintaining safe learning opportunities and services for the benefit of the students and communities served by the District, certificated staff, and classified staff.
3. The Parties agree that the State of California has determined that educational institutions, including public K-12 schools provide essential government services for students including the provision of educational services, student meals, as well as the performance of other essential functions. As a result of this pandemic, the Parties agree that for the period of this Agreement, exigent and emergency circumstances exist.
4. California Senate Bill ("SB") 98 provides statutory direction regarding the re-opening of schools for "in-person" instruction, and when "distance learning" may be provided. SB 98 was impacted by the California Department of Public Health ("CDPH") Covid-19 Industry Guidance, and the attached January 14, 2021 "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", which is subject to change as a result of State, Local and Federal orders.

## **AGREEMENT**

Accordingly, in the interest of complying with California and County Department of Public Health Guidance and the Governor's Orders during the 2020-2021 school year and in order to address the working conditions of CSEA unit members, the Parties agree to all of the following:

### **A. School Closures and Openings**

1. The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an In-Person/Concurrent, Pre-Transitional/Small Group, Transitional, and Full In-Person Instructional models or reopened after closure.

2. The Parties understand and agree that the Associate Superintendent or designee will communicate decisions regarding changes to working conditions to CSEA. The Parties agree to negotiate any effects of decisions related to COVID-19 with CSEA as soon as practical under the then current circumstances.

3. Emergency Closure and Reopening. The Parties agree that during the 2020-2021 school year that the following instructional models may transition from one model to another as a result of any State/County/District order:

- a. Student instruction and services through the Distance Learning Model consistent with this Agreement; and
- b. Student instruction and services through any In-Person/Concurrent, Pre-Transitional/Small Group or Transitional Learning models consistent with this Agreement; and
- c. Student instruction and services through the full In-person Reopen Model consistent with this Agreement.

### **B. Safety and Mitigation**

1. COVID-19 District Safety and Mitigation Guidelines. The District will inform and train, when applicable, its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels, or tissues, and hand sanitizer). The Parties recognize that there have been severe shortages throughout California of supplies recommended by Public Health Agencies, but the District will make all reasonable efforts to obtain the appropriate supplies. The Parties agree that this MOU addresses with mitigation protocols as required by Federal, State, and health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school



year, and/or for the duration of any orders from public agencies with jurisdiction over the District.

2. Personal Protective Equipment. The Parties agree that the District shall provide District-approved applicable personal protective equipment ("PPE") to ensure that the unit member maintains his or her safety. Absent a State authorized exemption, State-mandated face coverings are required when on all District sites. PPE may include gloves, shields and masks, as is necessary and requested by staff. Physical distancing protocols shall be followed to the greatest extent possible.

3. Compliance with Safety Orders. The Parties agree that State and County safety orders and guidelines continue to adapt to the conditions of the pandemic. The District shall adopt and implement procedures in accordance with federal, state, and Sacramento County Health Department orders including, but not limited to, the CDPH January 14, 2021 "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", which is subject to change as a result of State, Local and Federal orders, included in Attachment "A" and the 2020 Sacramento County Public Health Protocols outlined in Attachment "B".

- a. The District shall provide PPE to unit members each day they are on site.
- b. In-lieu of using District-provided PPE, unit members may use their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- c. The Parties agree to meet as soon as possible to negotiate any impacts and/or effects of any revisions or updates to public health and safety guidelines issued by the State and Local County.

4. Compliance with Safety Mitigation Orders. The Parties agree that unit members shall comply with all of the applicable safety mitigation orders from State and County Public Health regarding COVID-19. In addition, the Parties agree that unit members shall comply with the attached "COVID-19 District Safety and Mitigation Guidelines" outlined in Attachment "C".

5. CSEA and the District will work collaboratively to resolve any public health situations that may arise.

6. The Parties agree that Article 19 regarding safety shall apply during this pandemic. Consistent with Article 19.2, the Parties agree that it shall be the responsibility of the employee to report to their immediate supervisor any conditions deemed unsafe. For COVID related unsafe conditions, employees should report these concerns immediately to his/her supervisor. If the supervisor is unable to address the concern immediately, the supervisor may allow the employee to utilize available paid leave or be temporarily reassigned to a different site until confirmed safety concerns are addressed. Also, if the safety concern is unable to be addressed immediately, the supervisor shall, within

approximately two (2) working days, respond verbally and in writing to the employee, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why.

7. The District agrees to continue to update and provide safety and PPE guidelines training related to COVID-19 and consistent with District, Local County and State orders.

8. COVID-19 District Safety and Mitigation Guidelines.

a. The Parties agree that this MOU addresses the implementation of the In-Person/Concurrent Instructional Model in accordance with mitigation protocols as required by federal and State health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school year, and/or for the duration of any orders from public agencies with jurisdiction over the District.

b. EGUSD COVID-19 Testing Plan. The District has partnered with Sacramento County Public Health with multiple locations throughout the county. The District commits to remaining a partner in this program for the duration of time that the Sacramento County Public Health continues to offer the program.

It is recommended that all employees who work closely with students sign-up for COVID-19 testing every two (2) months. Due to contact or exposure at work to COVID-19, employees may undergo COVID-19 testing during contracted hours consistent with Cal-OSHA requirements. Locations and scheduling procedures are available on the District's website and will be shared with all employees.

Examples of available testing options for EGUSD employees:

- Sacramento County Public Health testing sites including an Elk Grove testing site (Seneca Testing Center, 9121 E. Stockton Blvd., Elk Grove, CA 95624)
- Kaiser Permanente for Kaiser Members

Please see the attached 2020 Sacramento County Public Health Protocols and District guidelines, which are subject to change as a result of State, Local, and federal orders.

## **C. Leaves**

1. Use of Leaves. The parties agree that unit members who are unable to meet the expectations included in this MOU regarding the performance of unit member duties and availability during contractual hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement.



The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 Federal and/or State leave benefits.

On a case by case basis, unit members who are on an existing or scheduled approved paid leave, who are able to fulfill the requirements of this MOU may contact Human Resources to determine their eligibility to return to work.

2. Federal Families First Coronavirus Response Act ("FFCRA"). At the time of the execution of this Agreement, the FFCRA has expired. If the FFCRA is renewed or extended in accordance with law, this section of this Agreement shall apply, but shall be modified consistent with any new legal requirements. The Parties acknowledge that subject to subsequent legislation, the FFCRA includes several qualifying reasons for Leave as outlined in Attachment "D" regarding FFCRA.

Under the FFCRA, the Federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to telework, if applicable) due to a medical diagnosis for the need for COVID-19 leave and:

- i. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19\*;
- ii. Has been advised by a health care provider to self-quarantine related to COVID-19\*;
- iii. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis; is caring for an individual subject to an order described in (i.) or self-quarantine as described in (ii.) above;
- iv. Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
- v. Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

[Note 1: The FFCRA qualifying reasons included in sections (i.) through and including (v.) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a State or County Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual CSEA unit member who is placed on quarantine or specifically ordered to self-isolate by their healthcare provider because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

[\*Note 2: For sections 2(i) and 2(ii) above, the parties agree that a physician's or County public health official's documentation is required.]

3. Positive Test. If a District employee, who has worked in person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been in contact with that person.

The District will also immediately notify CSEA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19. The Parties agree to refer to the then applicable COVID-19 District Safety and Mitigation Guidelines. In addition, the District will comply with State and County Public Health orders.

4. Coordination of Leave with FFCRA. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3) pay provisions included in FFCRA with their own sick leave in order to make their pay whole.

5. Additional COVID-Related Leave. Effective January 1, 2021, the Parties agree to the following "Additional COVID-Related Leave".

Pursuant to Section B(4) of this MOU, titled Compliance with Safety Mitigation Orders: The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. In addition, the Parties agree that unit members shall comply with the attached COVID-19 District Safety and Mitigation Guidelines.

Unit members shall be provided with up to 10 days of additional leave consistent with the criteria i, ii, and iii listed in Section C(2) of this MOU, FFCRA. Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:

- a. Unit member cooperates with and complies with contact tracing; and
- b. Unit member agrees to get tested for COVID-19 at no cost to the unit member either through medical insurance or County Public Health and provides evidence of testing; and
- c. Unit member will exhaust leave provided by the FFCRA if available. This Additional COVID-Related Leave can be accessed prior to use of sick leave.

6. Cal-OSHA Emergency Temporary Standards ("ETS") Exclusion Pay. Consistent with Cal-OSHA regulations and laws regarding eligibility for and implementation of Cal-OSHA exclusion pay, the parties agree to the following:

Unit members who are both (i) otherwise able and available to work and (ii) who are excluded from in-person work in District schools and/or sites due to exposure at work to the COVID-19 virus resulting in a positive COVID-19 case and/or due to exposure at work to a COVID-19 case, are eligible for Cal-OSHA exclusion pay during the period of



exclusion, which could be up to fourteen days. Prior to access to Cal-OSHA exclusion pay, the unit member shall be required to first use all District provided COVID leave, sick leave, vacation or other available leaves.

#### **D. Calendar and Transitions**

1. Work Calendars. The Parties agree that all unit members shall be required to work their assigned work calendar for the 2020-2021 school year (Year-Round, Traditional and Modified Traditional).

2. Transitions between Models. The Parties agree that due to safety conditions and/or Federal, State or local orders, movement amongst the following learning models may occur:

- Full Distance Learning.
- In-Person/Concurrent Instructional Model: The Parties agree that the In-Person/Concurrent Instructional Model is defined as an instructional model available through the school of enrollment in which distance learning platforms are maintained and remain the primary mode of instruction. All students remain with their teacher/s of record. Within the In-Person/Concurrent Instructional Model there are two options for students:
  - i. Distance learning five days per week
  - ii. A partial return to school: Two days per week either (Tuesday/Thursday) or (Wednesday/Friday) and the remaining three days Distance Learning from home
- A teacher's classroom may have students that experience distance learning five days a week as well as students who attend school two days a week with three days of distance learning. Students at home and in school will be learning synchronously through distance learning platforms. The number of students in classrooms will be determined by the size of the room and maintaining social distancing guidelines.
- Transitional: The "Transitional Model" is defined as an instructional model available through the school of enrollment. This program is a combination of in-person instruction and distance learning.
- Pre-Transitional/ Small Group: The "Pre-Transitional/ Small Group Model" entails targeted groups of students receiving in-person instruction including, but not limited to, foster and homeless youth, students with disabilities, and English Learners.
- Full In-Person.

## **E. Evaluation and Supervision**

1. Evaluation Timelines. The Parties agree that current collectively bargained timelines and processes for evaluations shall apply for the 2020-2021 school year. Evaluations that were not completed during the 2019-2020 school year, will be completed during the 2020-21 school year. At the unit member supervisors' discretion, evaluations planned for the 2020-2021 school year will be completed during the 2021-2022 school year.

2. Since Distance Learning, Pre-Transitional/Small Group, Transitional, and In-Person Concurrent Instructional Models are new to all unit members, consideration shall be given to the fact that unit members will be learning new modalities of instructional services. The intent of evaluation is to improve instruction; with that in mind Administration will provide the time and support necessary for appropriate growth.

## **F. Working Conditions**

1. Working Conditions. The Parties agree that unit member working conditions, shall be consistent with (1) California law and local County orders (including SB 98, SB 820, and any other subsequently adopted state law or order), (2) the applicable Instructional Model (Distance, Partial In-person, or Full In-Person), and (3) this MOU.

The District is committed to providing unit members with workspaces that are conducive to high quality instruction and support. If issues arise regarding workspaces and the ability to ensure social distancing, administrators will work with unit members to address any issues in a reasonable amount of time.

2. The Parties agree that consistent with Paraeducator job descriptions, Paraeducators will be assisting teachers with the implementation of student instruction and services consistent with the applicable instructional model including but not limited to the full distance learning model, the partial in-person model (In-Person/Concurrent, Pre-Transitional/Small Group, and Transitional), and the full in-person instruction model.

3. During the implementation of Distance Learning Model, Paraeducators will be provided access to Google Classrooms, and they will assist teachers with small group and individual synchronous instruction and guided support, particularly in "breakout rooms" in virtual mediums like Zoom and Google Meet. Paraeducators will also assist teachers with the creation of lessons, materials, and activities.

4. The District and CSEA acknowledge that California Education Code section 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer or expansion of duties as required by law. This also shall not be considered precedent setting for either party. Upon request



by either party, all temporary transfer or expansion of duties shall be negotiated and may include appropriate training, if applicable. In addition, such temporary transfer or expansion of duties shall not be assigned after the 2020-2021 fiscal year unless mutually agreed otherwise. The parties agree to notify and discuss temporary transfer or expansion of duties during their regularly scheduled bi-monthly meetings.

5. In the partial in-person (In-Person/Concurrent, Pre-Transitional/Small Group, and Transitional) and full in-person instructional and service models, unit members will be required to report in-person to their work sites, pursuant to the terms of this agreement, to meet the needs of the students and the District.

When working on school and district sites, social distancing protocols and PPE will be required. For example, face masks will be worn and six feet of distancing will be maintained to the greater extent possible.

The Parties agree that In-Person/Concurrent, Pre-Transitional/Small Group and Transitional services shall be provided under the physical in-class supervision of a Certificated Employee. This does not pertain to day camp scenarios such as the ASES program.

6. The Parties agree a unit member shall have the option to work remotely during the time that the Full Distance Learning Instructional Model is implemented by the District or on Distance Learning only days, such unit members shall use their own technology to work remotely. If a unit member does not have the ability to work remotely with his/her own technology, the unit member shall notify their supervisor and the supervisor will provide the technology in a space on a school site to enable the unit member work from the school site or, if available, provide the unit member with the appropriate technology to work remotely.

7. The District shall provide ongoing professional learning opportunities for the purposes of delivering student instruction and support. If the training is mandated, then the training shall occur during a unit members' contracted days and hours.

8. The Parties agree that the option for unit members to work remotely under the Full Distance Learning Model is not available for unit members during the, Pre-Transitional/Small Group, Transitional Instructional Models and the Full In-Person Instructional Model. Depending on the Interactive Process, the Parties agree that reassignments may be considered during the Pre-Transitional/Small Group and Transitional Instructional Models to provide reasonable accommodations to employees with healthcare restrictions.

9. Paraeducators-Virtual Distance Learning. The Parties agree that certificated unit members shall be responsible for creating the student invitations for and initiating virtual distance learning meetings/classes with students. Under the supervision of a certificated unit member, the Parties agree that CSEA unit members shall participate and provide student support during Distance Learning meetings and classes through virtual online platforms (Zoom and Google Meet) as invited by and arranged by a

certificated unit member. For example, a certificated unit member may assign a Paraeducator to a Zoom breakout room to work with a small group of students on an assignment. The parties agree this provision may be revisited by mutual interest between the parties.

10. Childcare. The parties understand the COVID-19 Pandemic has presented unprecedented challenges to employees with childcare responsibilities and their ability to balance those responsibilities with the operational services of the District. The Parties agree to meet and confer to further consider ways to meet the challenges on a case by case basis.

a. The Parties also agree that, for the 2020-2021 school year or until all students can return to everyday instruction, the District will work with independent childcare providers that lease District space and pay fees and charges to the District to encourage such providers to prioritize District employees' children for childcare openings. The parties agree that this arrangement may result in the District waiving fees and charges required of these providers to provide childcare for District employees.

b. In unique situations, when feasible, where school-age childcare is an issue for unit members due to the pandemic and the child(ren) are EGUSD students, the District will consider several factors including but not limited to available work spaces, social distancing considerations, and will explore the option for EGUSD students to attend their assigned EGUSD class for more than 2 days per week, space permitting. Such arrangement will need approval from the Associate Superintendent, or designee.

c. Unit members will not be responsible for the care and/or supervision of children who are not EGUSD students or students who do not fall under their current assignment.

## **G. Hours and Schedules**

The Parties agree that all unit members shall report to work consistent with their regularly contracted work hours and consistent with in the Parties' collective bargaining agreement.

## **H. Mandatory Training**

The Parties agree that unit members shall fully participate in and complete the District's Mandatory Training consistent with the deadlines provided by Human Resources. Mandatory training shall occur during a unit member's contracted days & hours.



## **I. Reassignment / Transfers**

1. Reassignment and Transfers. The Parties agree that the District in order for the District to adapt to the different learning models in listed in this MOU, that adjustments to staffing levels and unit member assignments/reassignments within programs and classes may be necessary.

2. Transfer and Reassignment of Paraeducators. The following Paraeducator transfer and/or reassignment process included in this MOU shall apply during the period of time that the District is implementing the Distance Learning, In-Person/Concurrent, Pre-Transitional/Small Group, and Transitional Instructional Models as a result of the pandemic.

The Parties agree that if there are more Paraeducators assigned to a classroom than the number of Paraeducators that are required for the classroom (Surplus), then the following process shall be implemented:

- a. The District shall first determine whether there are Paraeducators who are willing to volunteer for the reassignment/transfer.
- b. If there are no volunteers, consistent with programmatic needs, the District will attempt to keep Paraeducators assigned to positions within their job strand. (e.g. PALSS to PALSS assignments).
  - i. If a reassignment/transfer is necessary, the least senior Paraeducator in the job strand will be selected provided it is consistent with programmatic needs.
- c. When feasible and when determining transfers and reassignments, geographic proximity to the Paraeducator's then current assignment shall be one factor.
- d. If multiple Paraeducators are interested in a particular assignment, provided that all other qualifications are equal, seniority shall apply when determining which Paraeducator shall be transferred or reassigned.
- e. Paraeducators shall not lose contracted days and hours as a result of a reassignment/transfer.
- f. Once the full in-person learning models are implemented, all reassigned/transferred Paraeducators shall return to their original assignment unless there is a mutual interest between the employee and the District to remain, or if the original position is no longer available due to a change in student needs.

### 3. ASES Day Program Paraeducators

a. During the period of time that the District is implementing the Distance Learning Instructional Model as a result of the pandemic, Paraeducators may volunteer to be reassigned to the ASES Day Program Paraeducator positions.

#### b. Moderate Severe Paraeducators Serving in the ASES Day Program

The Parties agree that Moderate Severe Paraeducators Serving in the ASES Day Program shall retain their current (Moderate Severe Paraeducator) hourly rate when working in the ASES program.

#### c. Non-Moderate Severe Paraeducators Serving in the ASES Day Program

The Parties agree that Non-Moderate Severe Paraeducators shall be paid a differential rate when working in the ASES Day Program based upon the Moderate/Severe Paraeducator range, CSEA Salary Schedule #23.

Paraeducators will retain the corresponding step and training class from their current assignment in the transition to the Moderate Severe classification range. (i.e. A Paraeducator who is currently placed on the Mild Moderate Paraeducator classification step 3 and range #305 will be placed on step 3 and range #355 on the Moderate Severe Paraeducator classification when assigned to the ASES Day Program.)

d. The Parties agree that the District may assign Yard Duty Supervisors, and other support staff working in different bargaining units to work in various capacities in the ASES Program.

e. ASES Day Program Paraeducators shall fulfill the duties required by the ASES Day Program.

## **J. Compensation**

The Parties acknowledge that negotiations for the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary work conditions have ensued, as such unit members have adapted, and will be participating in additional duties and practices for the 2020-2021 school year.


As such, the District will make a one-time, one percent (1%) off of the salary schedule payment to unit members, based upon the unit member's actual 2020-2021 base salary. In order to be eligible for this one-time payment, unit members must be in paid status and in position control as of November 1, 2020 and shall not apply to unit members who are in unpaid status. The Parties agree that payment will be paid after the beginning of the 2021 calendar year.



## K. General Terms

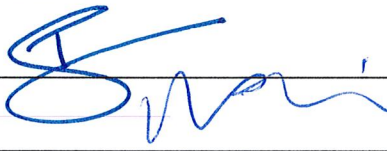
1. Alternative School Requirements. In the event that the State of California mandates alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts and effects.
2. Complete Agreement. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.
3. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
4. Interpretation. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.
5. Disagreements. The Parties agree to meet and confer regarding disagreements arising from the enforcement of this MOU.
6. Expiration. The Parties agree this Agreement shall not create a precedent for any purpose and expire on June 30, 2021 but may be extended by mutual written Agreement.

For CSEA

*Kari Balloz*  
  
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Dated: 1/28/2021 \_\_\_\_\_

For EGUSD

  
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Dated: 1/28/21 \_\_\_\_\_