

Memorandum of Understanding
Between
Elk Grove Unified School District
and
American Federation of State, County, and Municipal Employees, Local 258

IN RESPONSE TO COVID-19 CORONAVIRUS for 2020-2021

February 21, 2021

This is a Memorandum of Understanding ("MOU" or "Agreement") between the Elk Grove Unified School District ("District") and the American Federation of State, County, and Municipal Employees, Local 258 ("AFSCME"), collectively referred to hereinafter as "the Parties" concerning the 2020-2021 school year.

Recitals

1. This Agreement sets forth the In-Person/Concurrent, Pre-Transitional/Small Group, Transitional, and Full In-Person Instructional Models protocols and the terms that the District and AFSCME have agreed upon regarding working conditions for AFSCME bargaining unit members supporting students due to the COVID-19 public health emergency during the 2020-2021 school year. This Agreement also sets forth in Section C(6)-Additional COVID-19 Leave, Section F-Working Conditions, and Section I-Compensation, the provisions in this MOU that are effective upon ratification of this Agreement by both Parties regardless of the instructional model in place at the time.
2. During the 2020-2021 school year, when the District is in the full Distance Learning Instructional model, the terms and conditions included in the Parties' 2019-2020 Response to COVID-19 Coronavirus Memorandum of Understanding, dated June 17, 2020, shall apply.
3. The District and AFSCME 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.
4. 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.

5. The Parties agree that providing educational opportunities and continuity of District instruction and essential services for students are important and that provisions should be made for District employees who are impacted by the pandemic.

6. The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and all staff. The Parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties agree that continuity of District operations should be maintained.

AGREEMENT

Accordingly, in the interest of complying with California Department of Public Health Guidance and the Governor's Orders regarding student instruction and services during the 2020-2021 school year and in order to address the working conditions of AFSCME 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, or Transitional Instructional Model, or fully reopened to in-person instruction, 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 AFSCME. The Parties agree to negotiate any effects of decisions related to COVID-19 with AFSCME 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 the Partial In-Person Models including, but not limited to, the In-Person/Concurrent, Pre-Transitional/Small Group, or Transitional Learning Model 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 COVID-19 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 the mitigation protocols required by Federal, State, and local 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.

Please see 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.

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 their safety. Absent a State authorized exemption, State-mandated face coverings are required when on all District sites. PPE may include gloves, face 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 will adhere to the attached District guidelines which are based upon State and County orders, and subsequent orders and guidelines which reflect State and local public health safety orders.

a. The District shall provide PPE to unit members.

b. In-lieu of using District-provided PPE, unit members may use their own PPE as 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 all 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."

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

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, but not limited to, the Federal Families First Coronavirus Response Act emergency paid sick leave and expanded family & medical leave, (if in effect,) that they may be eligible for consistent with law and the Parties' collective bargaining agreement.

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.

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. Please see the attached FFCRA posting and check with Human Resources Leave Technicians for more information to apply.

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;
- iv. Is caring for an individual subject to an order described in (i.) or self-quarantine as described in (ii.) above;
- v. 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

vi. 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 (iv.) 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 Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual AFSCME unit member who is placed on quarantine or specifically ordered to self-isolate 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. Documentation Issues. If a unit member believes that they are able to return to work, but they are unable to obtain official written medical verification that they are medically released to return to work, the unit member should contact the District's Human Resources Department. The District shall determine whether a unit member can be released to return to work.

4. 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 AFSCME 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.

5. 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.

6. 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 ten days of additional leave consistent with the criteria i, ii, iii, and iv listed in Section D (2) of the Parties' June 17, 2020 MOU, Federal Families First Coronavirus Response Act (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.
- d. Unit Members shall be allowed to get tested while on their contracted hours.
- e. This provision shall be retroactive to January 1, 2021.

7. 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 (14) days. Prior to access to Cal-OSHA exclusion pay, the unit member shall be required to first use all District provided COVID-19 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.

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:

- (1.) Distance learning five days per week.
- (2.) 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.

The District will continue to notify AFSCME prior to a move among learning models being made.

E. Evaluation and Supervision

Evaluation Timelines. The Parties agree that current collectively bargained timelines and processes for evaluations shall apply for the 2020-2021 school year.

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) and (2.) this MOU.

2. Bargaining unit members who do not report to work when directed, and who do not have applicable leave available, shall be in docked pay status.

3. Certain employees may be requested to report to a worksite other than their regularly assigned worksite depending on Department need.

4. The Parties agree that the District shall assign bargaining unit employees to perform work that is reasonably related to their job description. Health Records Assistants will assist with COSI (COVID Symptom Isolation Room), or "isolation rooms," within the scope of the essential functions delineated in current job descriptions.

5. Childcare.

a. Due to the nature of the support and services provided by AFSCME unit members to students, unit members will not be able to bring their children to work during the implementation of in-person models.

b. 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, regardless of child(ren)'s home school site. Child(ren)/students will not be required to change/ transfer schools if partaking in Distance Learning. 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.

c. In unique situations, when feasible, and if the unit member's child(ren) are EGUSD students, the District 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.

d. In unique circumstances in which a unit member cannot find a solution to a childcare situation, the Parties agree to meet and confer to examine all possible solutions.

6. COVID-19 District Safety and Mitigation Guidelines.

a. The Parties agree that this MOU addresses the implementation of the In-Person/Concurrent Instructional Model and use of distance learning and services 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.

Please see 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.

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

7. Working Conditions. During the In-Person/Concurrent Instructional Model, unit members are required to be on site during all of their contractual work hours.

a. 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), and (2.) this MOU.

b. The District is committed to providing unit members with safe workspaces that are conducive to high quality student services.

- Work locations shall be arranged so applicable social distancing will be maintained by students and staff.
- Sneeze guards, signage and other precautionary items will be supplied for work site areas where there may be interaction with the public or other staff members.
- In the event that a safe workspace cannot be provided that meets health and safety requirements, unit members shall notify the site or program administrator immediately and an alternative safe work space shall be arranged until the unsafe work space can be modified to meet health and safety requirements directly related to COVID-19. If any concerns arise regarding suitable safe workspaces, AFSCME and EGUSD will meet and confer.
- If issues arise regarding workspaces, administrators and/or supervisors will work with unit members to address any issues in a reasonable amount of time.

- c. For the purposes of this MOU, district vehicles (i.e., trucks, cars, golf carts, etc.) shall be considered similar to work sites.
 - The District and AFSCME will work together to determine appropriate cleaning/ notification procedures pertaining to the use of District Vehicles by AFSCME Bargaining Unit Members.
 - District vehicles, being considered work sites, will also be subject to appropriate health and safety guidelines and the guidelines provided in Section (F)(7)(b) in this MOU.

G. Hours and Schedules

1. The Parties agree that all unit members shall report to work on-site consistent with their regularly scheduled work hours and workdays as directed by their immediate supervisor or unless directed otherwise. Direction to return to work must be clearly stated to the employee via email and phone call. The Supervisor or Manager must receive confirmation from the employee that the email has been read (read receipt is sufficient) or a verbal response from the employee via phone call.
2. All AFSCME employees shall either check their email daily or be available by phone (during their regular work hours). AFSCME employees shall provide their supervisor with their current telephone number or email contact information for the purpose of supervisors communicating with unit members regarding their duties, responsibilities, and worksites. If AFSCME members have any concerns or questions regarding their work responsibilities, duties, and/ or worksite, AFSCME unit members should call their supervisor.

H. Mandatory Training

1. Equipment/Training - The Parties agree that unit members who will be working remotely and who do not have the technology devices and/or access needed for remote online work shall be provided such by the District, if feasible and as determined by their supervisor. Unit members may request additional training for the purposes of remote online work, if feasible and as determined by their supervisor. Unit members who do not have access to technology at home may be required to perform remote work, as directed.
2. The District shall take all applicable actions required by the State, for which the District may be eligible, in order to mitigate the loss of ADA funding. AFSCME will support efforts to maintain school funding.

I. 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 provide the dollar equivalent of a one-time, one percent (1%) off of the salary schedule payment to the bargaining unit, based on all unit members' combined actual 2020-2021 base salary for all unit members in paid status and in position control as of November 1, 2020. This allocation will be applied in such a manner so that no unit member will receive less than \$200.00. The remaining balance after all unit members are guaranteed a minimum of \$200.00 will be applied to remaining unit members in such a way that the corresponding percentage of the balance will be applied to their 2020-2021 base salary as a one-time payment. (This allocation formula may result in some unit members receiving less than a 1% one-time payment.) This section shall not apply to unit members who are in unpaid status on November 1, 2020.

The District will make reasonable efforts to provide the one-time payment described in this section to AFSCME bargaining unit members who were in paid status and in position control as of November 1, 2020, but who have since ended their employment with the District (via termination, retirement, resignation, etc.).

J. 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.

2. Complete Agreement. During the 2020-2021 school year, when District is in the full Distance Learning Instructional model, the terms and conditions included in the Parties' 2019-2020 Response to COVID-19 Coronavirus Memorandum of Understanding, dated June 17, 2020 shall continue to apply to both Parties and are hereby extended through June 30, 2021. In addition, the Parties agree that the June 17, 2020, 2019-2020 Response to COVID-19 Coronavirus Memorandum of Understanding and this Agreement combined are 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 and the June 17, 2020 Memorandum of Understanding, dated prior to the date of this Agreement and the June 17, 2020 Memorandum of Understanding.

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.

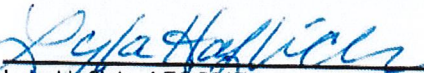
4. Interpretation. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by both Parties. Any uncertainty or ambiguity shall not be interpreted against any one Party.

5. Expiration. The Parties agree that this Agreement shall not create a precedent for any purpose and shall expire on June 30, 2021, but may be extended by mutual written Agreement.


For AFSCME


Diane Campbell, AFSCME Local 258 President


Nick Moran, AFSCME Local 258 Vice-President



Lyla Hafflich, AFSCME Local 258 Secretary


Melannie Ilaga, AFSCME Local 258 Treasurer


Toby Gray Sr., AFSCME Local 258 Executive Board


Richard Padilla, AFSCME Local 258 Executive Board



Terry Smith, AFSCME Local 258 Executive Board


Jeremiah Miller, AFSCME Business Agent

Dated: 2/22/2021

For EGUSD


David Reilly, Associate Superintendent


Rob Pierce, Deputy Superintendent

Dated: 2/22/21