

FIRST ADDENDUM MEMORANDUM OF UNDERSTANDING  
TO  
September 24, 2020 Memorandum of Understanding  
between  
Elk Grove Unified School District  
and  
National Union of Health Care Workers  
In Response to COVID-19 Coronavirus  
2020-2021  
March 5, 2021

The Elk Grove Unified School District ("District") and the National Union of Health Care Workers (NUHW), collectively referred to as the "Parties", agree to the following first Addendum Memorandum of Understanding ("First Addendum MOU") to the Parties' September 24, 2020 Memorandum of Understanding ("September 24, 2020 MOU") in response to the COVID-19 Coronavirus. The original 2020-2021 MOU between the Parties shall remain in place for times when the District is in Distance Learning; this First Addendum MOU will address working conditions specific to partial in-person models, i.e. In-Person/Concurrent, Small Group Cohort, Pre-Transitional, and Transitional.

The Parties agree to the following:

1. In-Person/Concurrent Model. The Parties agree that all references to the Transitional Learning Model included in the Parties' September 24, 2020 MOU shall be amended by this First Addendum MOU to also include the In-Person/Concurrent Model of Instruction and Services. For example, such references shall be described as follows: "Transitional Learning Model and/or In-Person/Concurrent Learning Model".

2. The Parties agree that the County Public Health Department has authorized school districts in the county to reopen for in-person learning consistent with health and safety protocols. Consistent with the Parties' September 24, 2020 MOU including, but not limited to sections A and J regarding transitions between models, meet and confer, effects negotiations, and collaboration, consultation and communications, and working conditions, this First Addendum MOU completes the consultation, meet, and confer process and effects negotiations regarding transitions between the Distance Learning Model and the In-Person/Concurrent Learning Model, and subsequent decisions regarding transitions to other in-person models. The Parties agree to meet and confer regarding any working conditions for NUHW unit members, that were not previously negotiated or contemplated by the Parties, related to the implementation of the In-Person Concurrent instructional model that resulted in the September 24, 2020 MOU and this March 5, 2021 First Addendum Agreement.

3. Additional COVID-Related Leave. The Parties agree to the following “Additional COVID-Related Leave”.

Pursuant to Section B (4) of the Parties’ September 24, 2020 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 the Parties’ September 24, 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 members will exhaust any leave provided by the FFCRA, if the FFCRA is extended by law and if available. This Additional COVID-Related Leave can be accessed prior to use of sick leave.

4. 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 this one-time off of the schedule payment shall not apply to unit members who are in unpaid status. The Parties agree that this one-time off of the schedule payment will be paid by the end of May 2021.

5. Childcare.

a. Due to the confidential nature of student assessments, as well as the support and services provided by NUHW unit members to students, unit members will not be able to bring their children to work during the In-Person/Concurrent instructional model.

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. 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.

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.

b. EGUSD COVID-19 Testing Plan (No Cost Asymptomatic Testing-Every Two Months).

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. Locations and scheduling procedures are available on the District's website and will be shared with all employees.

Available testing options for EGUSD employees:

- Sacramento County Public Health testing sites
- 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.

7. In-Person Assessment and Individual Services, Support, and/or Counseling. During the implementation of the In-Person/Concurrent Instructional Model, when students require in-person assessment and individual services, support, or counseling, the screening and safety protocols for assessments pursuant to the Parties' September 24, 2020 MOU will remain in place for the remainder of the school year if a student assessment, services, counseling, or support requires close contact with students.

8. Working Conditions. The Parties agree that during the In-Person/Concurrent instructional models, unit members are required to work in-person on school sites during all of their contractual work hours. The Parties agree that unit members will not be required to perform duties beyond the scope of their duties delineated in each unit member's job description. The Parties agree that unit members will not be expected to provide support to a classroom setting with multiple students in the absence of a certificated staff member. The Parties acknowledge and agree that unit members will be required to provide services to students in one-to-one and small group settings as delineated in unit members' job description and consistent with all safety and mitigation protocols.

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), (2.) Federal law, (3.) the September 24, 2020 MOU, and (4.) this First Addendum MOU.

b. The District shall provide unit members with appropriate workspaces that are conducive to high quality student services. Appropriate workspaces shall (1) be consistent for the entirety of the unit member's contracted daily hours to the extent necessary, (2) include any necessary technology to enable the unit member to work from the school site, and (3) meet any applicable confidentiality requirements. The District is also committed to continue working with NUHW in addressing concerns and challenges related to appropriate workspaces for its members. The Parties agree to meet and confer as needed or as requested by either party.

c. Work locations shall be arranged so applicable social distancing will be maintained by students and staff.

d. In the event that a workspace cannot be provided that meets health and safety and any applicable confidentiality requirements, unit members shall notify the site or program administrator immediately. An alternative workspace shall be arranged until an

appropriate workspace can be identified to meet health and safety requirements directly related to COVID-19.

If any concerns arise regarding suitable workspaces, NUHW 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.

e. If there are no scheduled in-person student assessments and/or in-person services, support or counseling sessions on a Monday, unit members may work remotely for the period of their contractual hours.

9. COVID-19 Accommodations. The parties agree that once unit members have had the opportunity to be fully vaccinated (two weeks after the second dose), existing accommodation plans shall be reviewed and updated. The District shall continue to honor accommodation plans until the unit member has the opportunity to be fully vaccinated and the accommodation plan has been revisited by the District. Unit members shall be required to submit updated medical verification to the District regarding restrictions and requested reasonable accommodations. EGUSD will continue to work to make reasonable accommodations for those individuals with underlying health conditions and/or those caregiving for individuals with underlying health conditions.

10. The Parties agree that this First Addendum MOU, when read together with the September 24, 2020 MOU, represents the complete agreement between the Parties regarding the 2020-2021 response to the COVID-19 Coronavirus. If there is a conflict between the provisions in this First Addendum MOU and the September 24, 2020 MOU, the provisions of this First Addendum MOU shall apply and take precedence. The Parties agree that there are no other verbal or written understandings in addition to these MOUs that are dated prior to the date of this First Addendum MOU and the September 24, 2020 MOU.

11. The Parties agree that these MOUs shall not create a precedent for any purpose and shall expire on June 30, 2021.

For NUHW:

Tara Draper  
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For EGUSD:

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Dated: 03/12/21

Dated: 3/16/21