

Memorandum of Understanding
Between
Elk Grove Unified School District
and
Elk Grove Education Association
2020-2021 School Year
Full Distance Learning
July 25, 2020
12:04 AM

This is a Memorandum of Understanding (MOU or Agreement) between the Elk Grove Unified School District (District) and the Elk Grove Education Association (EGEA), collectively referred to hereinafter “the Parties” concerning the reopening of the 2020-2021 school year and implementation of full distance learning pursuant to State and Local County Public Health Orders.

Negotiations regarding transitions to the Transitional Learning Model and transitions to a Full Reopen to In-Person Learning Model shall be addressed in subsequent negotiated MOUs. There will be an addenda to this Agreement that will address Secondary Education positions (e.g., Librarians, Activity and Athletic Directors) as well as any other considerations.

RECITALS

1. This Agreement sets forth the 2020-2021 protocols and terms that the District and EGEA have agreed upon regarding working conditions for EGEA bargaining unit members providing Distance Learning and Services to students in due to the COVID-19 public health emergency.
2. The District and EGEA 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 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.
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 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. 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. Consistent with CDPH Covid-19 Industry Guidance, on July 17, 2020, Governor Newsom announced that all schools must offer distance learning (and cannot offer “in-person” instruction”), if they are located in a county that is on the State’s “COVID Watch List.”

6. The Parties recognize that the transition from a traditional instructional environment to a distance learning environment presents unique challenges. The Parties acknowledge this and are committed to collaborate in meeting these challenges.

AGREEMENT

Accordingly, in the interest of complying with California Department of Public Health Guidance and the Governor’s Orders regarding the implementation of full Distance Learning during the 2020-2021 school year and in order to address the working conditions of EGEA unit members providing full distance learning, 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 transitional model, fully reopened to in-person instruction, or reopened after closure.

Relevant metrics will be used to guide decision-making, and the District will consult with EGEA prior to announcing school closures and openings.

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

3. 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 related to distance learning. EGEA commits to working together with the District to support the funding of schools.

4. 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 Transitional Learning Model consistent with subsequently negotiated Agreements; and

c. Student instruction and services through the full In-person Reopen Model consistent with subsequently negotiated Agreements.

B. Safety and Mitigation

1. COVID-19 District Safety and Mitigation Guidelines. The Parties agree that this MOU addresses the use of distance learning in accordance 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.

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.

2. Personal Protective Equipment. The Parties agree that when unit members report to a District site to facilitate Distance Learning, 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 also 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 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 Parties agree that to support the safety of EGEA unit members and other District staff, who may work in-person on school and District sites while delivering Distance Learning or services, the District shall provide sanitation of schools and District work sites, including restrooms, classrooms, and offices.

b. The District shall provide PPE to unit members who provide Distance Learning or services on District sites for every day that such unit members report to work on school sites.

c. 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.

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

C. Definitions

1. Distance Learning. The Parties agree that "distance learning" is an alternative learning and educational service plan available through the school of enrollment. This program assigns students to applicable teachers and staff, in which the student and teachers are connected virtually and instruction is a balance of synchronous and asynchronous modalities. In addition, Distance Learning must be in compliance with California Senate Bill (SB) 98 and applicable law.

2. Transitional Model. The Parties agree that a "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.

3. Full Return to In-Person Instruction. The Parties agree that a full return to in-person student instruction includes the schedules and working conditions that were in place in March 2020, unless the parties negotiate otherwise.

D. Leaves

1. Use of Leaves. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding distance learning, service work, 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 regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.

2. Federal Families First Coronavirus Response Act (FFCRA). The Parties acknowledge that subject to subsequent legislation, the Federal Families First

Coronavirus Response Act (FFCRA) includes several qualifying reasons for Leave. Please see the attached FFCRA posting and check with Human Resources Leave Technicians for more information and 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; 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 (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 EGEA 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 3(i) and 3(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 under the Distance Learning Model, 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 EGEA 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. At the point in which in-person instruction is permitted, and the transitional model and/or full in-person model is implemented, the leaves section of this MOU shall be revisited.

E. 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. Work calendars may need to be adjusted in order to meet the needs of a site or District. In such cases, the District shall meet to negotiate any changes with EGEA.

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
- Transitional
- Full In-Person

In these circumstances, the District and EGEA will negotiate to update this MOU to address any impacted working conditions.

F. Evaluation and Supervision

1. Evaluation Timelines. The Parties agree that current collectively bargained timelines for staff evaluations shall apply for the 2020-2021 school year consistent with the applicable new COVID Response 2020-2021 Calendars.

Pursuant to the March 23, 2020 MOU, the parties agree that any evaluations that were not able to be completed during the 2019-20 school year have been pushed to the 2020-21 school year so that unit members who were originally scheduled to be evaluated during the 2020-21 school year will be evaluated during the 2021-22 school year resetting the alphabetical cycle.

If an evaluation was in progress and all observations were completed during the 2019-2020 school year, with the remaining part of the process being the final conference and signature, that process can be completed by October 1, 2020.

If an evaluation was in progress and all observations were not completed during the 2019-2020 school year, then the evaluation process will continue during the 2020-2021 school year.

All probationary and temporary teachers shall be evaluated during the 2020-21 school year.

Since distance learning is 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.

2. Administrator Access to Asynchronous and Synchronous Distance Learning

a. Google Classroom Access. Teachers must manually add school administrators as a student in each of their Google Classrooms. The purpose of this access is for administrators to be aware of the distance learning experiences of students and teachers, and to provide support to teachers as needed. Teachers will provide the links to Zoom and/or Google Meet. Assignments shall be posted in the Google Classroom or Synergy.

If an administrator accesses the Google Classroom, the expectation is that they send an email to the teacher indicating such access by providing feedback, if any.

b. Live Virtual Platform Access. The Parties agree that School and/or Program Administrators shall be provided with access to observe all distance learning platforms. In the interest of mitigating any potential interruptions/disruptions to the instruction, the expectation is that administration will notify the unit member the day prior to the visit and no later than 7:45 a.m. on the day of the visit. Such email notification can be specific to a unit member or grade level/subject areas/or other group.

The parties recognize that in emergent situations, an administrator may need to enter a distance learning environment immediately without prior notice.

G. 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 and any other subsequently adopted state law or order), (2.) the attached negotiated and agreed upon COVID-19 2020-2021 Distance Learning Daily Schedules, and (3.) this MOU.

The District is committed to providing unit members with work spaces that are conducive to high quality instruction.

If issues arise regarding shared work spaces, administrators will work with unit members to address any issues in a reasonable amount of time.

2. Remote Work during Period of Distance Learning Model Implementation. The District prefers that the implementation of Distance Learning occur on the school site; however, unit members may deliver such distance learning remotely until such time as a Transitional Learning Model or Full In-Person Learning Model is determined.

Unit members will indicate their remote or on-site status on a Google document that is created by the site administrator for the purposes of safety. This document will include arrival and departure information.

H. Hours and Schedules

Distance Learning Model Hours. The Parties agree that all unit members shall report to work either remotely or on-site during the work hours specified on the attached Schedules, unless directed otherwise. The Parties agree that consistent with SB 98, Education Code section 43501, the instructional minutes included on the attached Schedules shall be provided by unit members to all students on a daily basis.

I. Clarification of Elementary Positions

1. Computer Resource Teachers (CRT).

CRTs shall follow the Elementary Distance Learning Daily Schedule. It is understood that at the beginning of the year, more time is required for problem solving technical issues for teachers, students and families. While support will be available for all, during the first month TK, K and 1st grade classrooms will be prioritized for support, given the need to train students and families in accessing instruction through devices in synchronous and/or asynchronous methods. To accommodate the needs of the younger grades during the first month of school, CRTs shall provide asynchronous instruction related to the technology standards, including digital citizenship, to grades 2-6. In consultation with administration regarding site needs, this time may need to be extended.

It is expected that after the initial period of opening on Distance Learning that CRTs shall create a schedule that shall provide instructional delivery of curriculum to grades 1-6 based on a jointly agreed upon model. A portion of the day shall be designated for tech support and rostering needs of the site.

2. Elementary Physical Education Teachers.

PE Teachers shall follow the Elementary Distance Learning Daily Schedule. PE teachers will serve grades 1-6 providing synchronous and asynchronous instruction to students.

The PE Prep MOU will be suspended for the duration of distance learning and revisited when moving to a Transitional Model. As such, PE teachers will not be providing prep time to teachers. PE teachers shall create schedules to provide synchronous instruction to each 1- 6 grade on a rotational basis. The schedule will be designed to provide more minutes to intermediate versus primary (e.g. 40 minutes intermediate, 20 minutes primary; 30 minutes intermediate, 15 minutes primary). It is recognized that the size of the school will dictate the rotational delivery and determination of minutes. If the PE teacher serves students during the morning block designated for content instruction, the PE teacher will provide PE instruction to small groups and not full classes, allowing the classroom teacher to teach the rest of the class. School-wide PE schedules will be developed in collaboration with administration and teachers with an effort to preserve core-content area synchronous instruction.

During parent conference/report card weeks, PE teachers will continue to provide the same levels of instruction as other weeks.

PE teachers will provide activities for fitness/physical activity, instruction related to health and fitness, and social-emotional learning.

PE Teachers will create and maintain their own Google Classrooms and/or they may co-teach in established Google Classrooms.

PE teachers shall have methods for the tracking of student work and certification of synchronous and asynchronous minutes. PE teachers will work collaboratively with classroom teachers during the scheduled time. It is intended that this support enable small group engagement.

3. All Cross Track Certificated Unit Members, Not Otherwise Addressed in this MOU.

Examples include, but are not limited to the following: Special Education Positions, Elementary Counselors, Academic Intervention Teachers (AITs), Speech and Language Pathologists, Nurses, Instructional Coaches, Visual Impairment Specialists.

The positions listed above shall develop a cross track calendar as necessary in collaboration with their supervisor. They will also follow the Year Round, Modified Traditional and Traditional Distance Learning Daily Schedules, as applicable to the unique aspects of their job duties.

These positions will be assigned to perform distance learning model instruction and/or services for students consistent with their credential, job description, and safety orders.

In addition, AITs shall deliver synchronous intervention to identified students for the duration of their contractual hours consistent with the attached daily schedules; their work will be directed by site principals or designees and in collaboration with classroom

teachers. AITs may be required to attend mandatory professional development training during the contractual day.

4. PreK/TK/K Teachers. PreK/TK/K teachers shall be assigned to perform Distance Learning Model instruction and services for students consistent with their credential and job description at the direction of the site principal. The Parties agree that access to technology and distance learning instruction and curriculum shall be tailored by unit members to reflect the developmental needs of PreK/TK/K students while at the same time ensuring that daily instructional minute requirements are maintained. The Parties agree that the PreK/TK/K teachers shall follow their respective PreK/TK/K school schedule. The allocation of asynchronous and synchronous delivery for PreK/TK/K students will follow their respective schedule to the greatest extent possible.

5. Moderate/Severe Special Education Teachers. Moderate/Severe Special Education Teachers shall provide special education instruction and services consistent with the Distance Learning Model Instructional Schedules to the extent that such schedules are consistent with student IEPs, SB 98 instructional minute requirements, and other applicable law.

Self-contained moderate/severe classes in schools shall follow the Distance Learning Model school schedules to the extent possible based upon the individual needs of students. An individual student's IEP may require some variance to the balance of synchronous and asynchronous instructional minutes included in the Distance Learning Model Instructional school schedules. Efforts will be made to provide as much synchronous instruction as possible.

6. Mild/Moderate (RSP) Special Education Teacher. Mild/Moderate Special Education Teachers shall provide special education instruction and services consistent with the Distance Learning Model Instructional Schedules to the extent that such schedules are consistent with student IEPs, SB 98 instructional minute requirements and other applicable law. EGEA and EGUSD will work collaboratively to create a daily schedule that will provide adequate case management time, prep time and service delivery time. RSP teachers shall work with program specialists and site administrators in developing schedules to best meet the needs unique to the Mild/Moderate delivery of services.

These special education schedules shall be reviewed by EGEA and EGUSD to determine the need for MOU language.

J. Preservice Days

1. The Parties agree that unit members shall fully participate in preservice professional development and mandatory training. Preservice days will take place on three days. The schedule of the three preservice days will be determined and communicated consistent with the following topics:

- a. Required Trainings: 7 hours.

- District Professional Development; 3.5 hours
- Mandatory Training: 3.5 hours shall be available to complete mandatory trainings on the topics of mandated reporting and sexual harassment prevention. Unit members may choose to complete their mandatory training during the time provided on this day or may choose to complete the Mandatory training during their own time, provided such mandatory training is completed by:

i. Year Round Elementary Schools

- Tracks B, C, D: **August 12, 2020 at 5 p.m.**
- Track A: **September 3, 2020 at 5 p.m.**

ii. Modified Traditional/Traditional Schools (Elementary and Secondary): **August 24, 2020 at 5 p.m.**

b. Staff Meeting: Up to 3.5 hours of staff meeting time, as directed by the principal.

c. Collaborative Meetings. Up to 3.5 hours of Department meetings, grade level meetings, and/or professional learning community meetings shall be coordinated collaboratively by site team members.

d. Teacher Preparation Day. The preservice day before student instruction will be for teacher preparation only. For Tracks B and C, July 31, 2020 is a 1/2 day work day; for Track D, it is a full work day. For Track A, August 21, 2020 is a full work day.

K. Job Shares

Unit members who are in job share assignments will meet and present shared responsibilities, schedules and calendars for consideration and approval by the site principal.

L. Minimum Days

During implementation of the 2020-2021 school year Distance Learning Model, the Parties agree that the Minimum Days, shall be paused. Individual School sites in Secondary Education will develop final exam schedules that meet the minimum daily instructional minute requirements included in SB 98.

In addition, the Parties agree that at all elementary school sites there will be no staff meetings during parent conference/report card weeks.

If there are any tracks roving/rotating, site administrators will work with teachers to accommodate the transition between teachers.

For Modified Traditional and Traditional Schools, on report card preparation days and conference days, after the instructional minutes of the day have been delivered, the remainder of the time shall be designated for either report card preparation or parent conferences, excluding preparation time.

M. Distance Learning Model

1. Platforms. The Parties agree that unit members will utilize the Google Classroom platform. For the purposes of synchronous activity, unit members will use the District provided application(s) for video conferencing (currently Zoom or Google Meets).

a. Student Breakout Room Supervision. The Parties agree that guidelines and strategies for supervision of students in breakout online meeting rooms will be provided by the District to both staff and parents.

b. Student Digital Citizenship and Online Behavioral Intervention. The Parties agree that guidelines and strategies for digital citizenship and online behavioral intervention will be provided to both staff and parents.

c. Digital Software/Platforms. The District will develop and implement a process for the recommendation, approval, access, and training of the best practices, digital platforms, streamlining of this process, whenever possible.

2. Collaboration Platforms. The Parties agree that staff may collaborate as necessary and appropriate while they are engaged in distance learning in compliance with all laws including all student privacy and confidentiality laws (FERPA/COPA). In addition, collaboration meetings by unit members will be conducted in a manner that adheres to federal, State and local orders, and guidelines. Collaboration meetings should be conducted remotely and must ensure accessibility for all team members.

3. Staff Meetings. The Parties agree that directors, principals, or designees shall only call virtual staff meetings and/or virtual collaboration meetings. Staff meetings shall have a focus of but not be limited to, facilitating and assisting with the implementation of the distance learning model.

Staff meetings shall be calendared. It is the expectation that staff check District email during the work day. In emergency situations, a meeting may be called, but not required, with less than twenty-four (24) hour notice during the work week.

4. Group Meetings. Up to ninety (90) minutes after contract hours may be used for the purpose of group meetings. Individuals, who have IEPs scheduled during the week, shall be excused for all or a portion of the staff meeting to allow for participation in those required meetings. Any time that exceeds 90 minutes per week for the purposes of

meetings shall be compensated at the hourly rate. For Elementary, administrators are encouraged to confer with staff regarding the day of the week to hold staff meetings.

5. Equipment/Training. The Parties agree that unit members who work 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 and when feasible and as determined by their Site or Program Administrator. This includes devices, hotspots, and other peripheral technology.

The District shall provide ongoing professional learning opportunities for the purposes of enhancing unit members' skills in delivering instruction through distance learning.

6. Synergy (Attendance, Grades & Communications).

Unit members shall input student attendance daily in Synergy based upon students' participation in synchronous Distance Learning.

Sections 8.104 through 8.106 of the Collective Bargaining Agreement explicitly address the expectations that teachers communicate progress and grades to parents. EGEA unit members recognize the need to communicate to parents in a timely fashion. Unit members shall use a variety of methods to ensure that parents are kept apprised of their child's progress. These methods may include but are not limited to Synergy, Google Classroom, email, and various text messaging programs. Unit members shall make a reasonable effort to update grades every two weeks.

It is an expectation that unit members respond to student and parent communications within 24 hours during the work week, absent extenuating circumstances.

7. Adjunct Duty. The Parties agree that any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be temporarily paused. During the first month of student instruction, sites shall collaboratively discuss activities that are critical to the functioning of school under the current conditions. After the first month of student instruction, the Parties agree to meet and confer regarding whether to resume some or all of these activities in a distance learning environment. Leadership, English Learner Coordinator, and Site Council adjunct duties shall continue without pause.

The \$6,000 elementary stipend allocation may be reallocated for activities that are essential to the functioning of the school, and not limited to student focused engagement. Site plans must be jointly agreed upon by the staff and site administration, and submitted to Elementary Education for joint approval with EGEA.

For Secondary stipends, stipends will be allocated if applicable during Distance Learning per site administration approval. Clubs may continue to operate in a virtual setting.

The Parties recognize that at some sites with Advocacy programs there is concern regarding additional curricular responsibilities for students and staff. Sites with Advocacy programs will be expected to solicit input from all staff and returning students

within the first 4 weeks of school and consider any necessary adjustments to the program in a full distance learning model. Advocacy programs will be encouraged to focus on content such as Socio-Emotional Learning, College-Career Readiness, and Equity. Lessons will be provided to teachers.

8. Substitute Protocols. The Parties agree that the District will conduct Distance Learning Model professional development for selected substitute teachers. Such teachers will be utilized in the event that a unit member is unable to provide distance learning instruction on an instructional day. The Parties agree that the District shall provide an absence reporting protocol applicable to the Distance Learning Model to ensure that there is adequate substitute coverage.

A plan will be devised regarding access to substitutes as well as the protocols and expectations for providing substitutes with daily lesson plans. The District will confer with EGEA as to the development of these plans and protocols.

9. Grading Practices. The Parties agree that grading practices and policies in place prior to the March 2020 closure of schools for in-person instruction shall continue to be applied during the 2020-2021 school year.

10. Assessment. The Parties agree to the following:

The Assessment Steering Committee and the Collaborative Assessment Planning Team (CAPT) will continue the process of developing a comprehensive, District-wide assessment strategy to be implemented in all grade levels to accurately measure student learning based upon clearly defined learning standards.

Assessing the academic, emotional, and physical well-being of students is critical to addressing the needs of the whole child. Assessments that will assist in identifying student strengths and challenges will continue to be used and adapted for the distance learning model. Given the current environment and circumstances, it is critical to measure where students currently perform academically and socially in relation to grade level standards as we implement instruction during the 2020-21 school year. The District is committed to providing a variety of beginning of the year assessments for teachers to use as well as support for how to administer assessments in a distance learning environment. Assessment results will be available to inform instruction, understand students' current knowledge and skills, and identify students' needs.

The Assessment and other Steering Committees will continue the work to develop and implement ongoing formative, benchmark, and summative assessments.

Individual or group assessment data shall not be used for the purposes of unit members' evaluations.

11. SB 98. The Parties agree that consistent with Education Code section 43504(e), California Senate Bill (SB) 98, and all State requirements, unit members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments. The Parties agree that if the State does not provide the template for the weekly engagement record, that the District and EGEA shall work collaboratively to provide a template and shall explore electronic means to record such weekly engagement.

12. Meet and Confer. The Parties agree to continue to meet and confer regarding the following:

- a. Balance between Synchronous and Asynchronous Instruction within the School daily schedule.
- b. Time allocated for IEP/504/SST Meetings
- c. All Special Education related items including efficacy, legal updates, and guidelines.
- d. Special Education Positions (SLPs, Education Specialists, Adaptive P.E., Inclusion Specialists, Deaf and Hard of Hearing Specialists, and Visual Impairment Specialists).
- e. Legally Mandated Activities that require in-person contact with students (i.e. Special Education assessments). When in-person legally mandated assessments are permitted consistent with County Public Health Services' guidelines, the District and EGEA will meet and confer.

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 negotiation on the impacts.

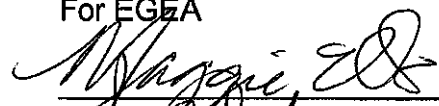
2. Complete Agreement. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.

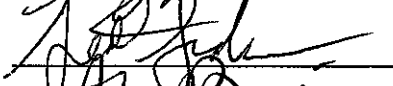
3. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.


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. Expiration. The Parties agree that this Agreement shall expire on June 30, 2021, but may be extended by mutual written Agreement.

For EGEA




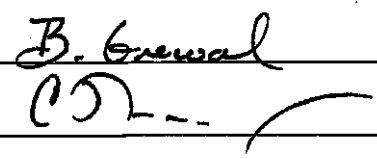






For EGUSD





Dated: 7/25/20

Dated: 7/25/20

1st – 6th-Grades: Full Distance Learning Year Round and ModT/T

Time	Monday (Early Out)	Time	Tuesday - Friday
7:50 – 8:00	Set up	7:50 – 8:00	Set up
<p>8:00 – 11:05 (YR) 8:00 - 11:00 (MT/T)</p> <p><i>(includes 20 min. of break time)</i></p> <p>Students will have a minimum 255 min. for YR/240 min for ModT/T daily minutes of instructional engagement throughout the school day; total minutes of student engagement will vary based on instructional need and pace of independent practice.</p>	<p>Student Instructional Engagement:</p> <p>Synchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Focused instruction ● Guided instruction ● Collaborative work ● Formative and Summative Assessment ● Intervention/RSP supports ● Designated ELD (30 min.) <p style="text-align: center;">(Delivered via Zoom or Google Meet)</p> <p>Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments <p><i>(Asynchronous activity not to exceed 45/40 min. in this block period only.)</i></p>	<p>8:00 – 12:15 (YR) 8:00 - 12:00 (MT/T)</p> <p><i>(includes 20 min. of break time)</i></p> <p>Students will have a minimum of 255 in. for YR/240 min. for ModT/T daily minutes of instructional engagement throughout the school day; total minutes of student engagement will vary based on instructional need and pace of independent practice.</p>	<p>Student Instructional Engagement:</p> <p>Synchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Focused instruction ● Guided instruction ● Collaborative work ● Formative and Summative Assessment ● Intervention/RSP supports ● Designated ELD (30 min.) <p>(Delivered via Zoom or Google Meet)</p> <p>Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments <p><i>(Asynchronous activity not to exceed 70/60 min. in this block period only.)</i></p>
<p>11:05 – 12:15 (YR) 11:00 -12:00(MT/T)</p> <p>(70/60 min)</p>	<p>Professional Learning: Distance Learning (Ed Services)--optional</p> <p>Distance Learning Planning, and Lesson Development</p> <p><u>Students:</u> Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments 		
<p>12:15 – 12:50(YR) 12:00 -12:35(MT/T) (35/35 min.)</p>	LUNCH	<p>12:15 – 12:50(YR) 12:00 - 12:35(MT/T) (35/35 min.)</p>	LUNCH
<p>12:50 – 1:40(YR) 12:35 - 1:25(MT/T) (50/50 min.)</p> <p>Minimum of 20 minutes of asynchronous activities for all students required.</p>	<p>Collaboration per the Late Start/ Early Out Pilot Agreement**</p> <p>Ed Services training available for Professional Learning Communities and other collaborative groups</p> <p><u>Students:</u> Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments 	<p>12:50 – 1:55(YR) 12:35 - 1:45(MT/T) (65/70 min.)</p> <p>Minimum of 20 minutes of synchronous and/or asynchronous activities for all students required.</p>	<p>Synchronous intervention:</p> <ul style="list-style-type: none"> ● Small group focused and guided instruction as needed ● Designated ELD <p>Asynchronous instruction and assessment:</p> <ul style="list-style-type: none"> ● Independent practice ● Collaborative work ● Formative and Summative Assessment <p>Family communication</p>
<p>1:40 – 2:25(YR) 1:25 - 2:10(MT/T)</p>	Prep (45 min.)	<p>1:55 – 2:40(YR) 1:45 - 2:30(MT/T)</p>	Prep (45 min.)

<p>2:25 – 3:20(YR) 2:10 - 3:20(MT/T) (55/60 min.)</p>	<p>-Distance Learning Management, Planning, and Lesson Development -Family communication -Synergy updates</p> <p>*Staff will be released as necessary for attendance at IEPs/ 504 Student Support Meetings.</p>	<p>2:40 – 3:20(YR) 2:30 - 3:20(MT/T) (40/50 min.)</p>	<p>-Distance Learning Management, Planning, and Lesson Development -Family communication -Synergy updates</p> <p>*Staff will be released as necessary for attendance at IEPs/ 504 Student Support Meetings.</p>
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***Note: Up to 90 minutes of meeting time per week outside of contractual hours including, but not limited to: IEP/504 Student Support meetings, Staff meetings, Professional Development and Learning.**

***Per the Late Start or Early Out Elementary Collaboration Time Pilot Agreement (6/21/19):*

2. The parties agree that the purpose of Late Start or Early Out Elementary collaboration is for teachers and certificated staff to plan, adapt, and evaluate curriculum and instructional strategies, and analyze data collaboratively with colleagues.

The Late Start or Early Out Elementary Collaboration Time Pilot Agreement-Extension is attached.

TK/Kinder: Full Distance Learning Schedule **YR** and **ModT/T**

Time	Monday	Time	Tuesday-Friday
7:50 - 8:00	-Set up	7:50 - 8:00	-Set up
<p>8-11:10 (YR) 8-11:00 (MT/T)</p> <p>Students will have a minimum of 190 min YR (180 ModT/T) daily minutes of instructional engagement throughout the school day; total minutes of student engagement will vary based on instructional need and pace of independent practice.</p>	<p>Student Instructional Engagement: Synchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Focused instruction ● Guided instruction ● Collaborative work ● Formative and Summative Assessment ● Intervention/RSP supports ● Designated ELD (15 min.) <p style="text-align: center;">(Delivered via Zoom or Google Meet)</p> <p>Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments <p>(Asynchronous activity not to exceed 65/60 min. in this block period only.)</p>	<p>8-11:10 (YR) 8-11:00 (MT/T)</p> <p>Students will have a minimum of 190 min YR (180 ModT/T) daily minutes of instructional engagement throughout the school day; total minutes of student engagement will vary based on instructional need and pace of independent practice.</p>	<p>Student Instructional Engagement: Synchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Focused instruction ● Guided instruction ● Collaborative work ● Formative and Summative Assessment ● Intervention/RSP supports ● Designated ELD (15 min.) <p style="text-align: center;">(Delivered via Zoom or Google Meet)</p> <p>Asynchronous instruction and assessment to include:</p> <ul style="list-style-type: none"> ● Independent work ● Projects and long-term assignments ● Formative and Summative Assessments <p>(Asynchronous activity not to exceed 65/60 min. in this block period only.)</p>
<p>11:10- 12:00 (YR) 11:00 - 12:00(MT/T) (50/60 min)</p>	<p>Professional Learning: Distance Learning (Ed Services)--optional</p> <p>Distance Learning Planning and Lesson Development</p>	<p>11:10 - 12:10(YR) 11:00 -12:00(MT/T) (60/60 min.)</p>	<p>-One on one or small group targeted engagement and coaching that is scheduled the same time every week</p> <p>-Focus of this block would be for re-teach, extension, focusing on IEP goals, ELD intervention with individual students & their parent</p>
<p>12:00 -12:35 (YR) 12:00-12:35(MT/T)</p>	<p>LUNCH (35 minutes)</p>	<p>12:10 - 12:45 (YR) 12:00-12:35(MT/T)</p>	<p>LUNCH (35 minutes)</p>
<p>12:35 -1:35 (YR) 12:35 - 1:35(MT/T) (60/6in.)</p>	<p>Collaboration per the Late Start/ Early Out Pilot Agreement**</p> <p>Ed Services training available for Professional Learning Communities and other collaborative groups</p>	<p>12:45 -1:55 (YR) 12:35 - 1:45(MT/T) (70/70 min.)</p> <p>Minimum of 15 minutes of asynchronous activities will be assigned and required for all students</p>	<p>PM group of students whose parents chose this time block (same lesson as the AM)</p> <p>-Formative and summative Assessment</p> <p>-Feedback to and from parent/guardian/student</p> <p>-Student/Parent support</p>
<p>1:35 - 2:20 (YR) 1:35 - 2:20(MT/T) (45/45 min.)</p>	<p>Prep</p>	<p>1:55 -2:40 (YR) 1:45 - 2:30(MT/T) (45/45 min.)</p>	<p>Prep</p>

<p>2:20– 3:20 (YR) 2:20 - 3:20(MT/T) (60/60 min.)</p>	<p>Distance Learning Management, Planning, and Lesson Development</p> <p>Family communication and engagement</p> <p>Synergy updates</p> <p>*Staff will be released as necessary for attendance at IEPs/ 504 Student Support Meetings.</p>	<p>2:40 – 3:20 9YR) 2:30 - 3:20(MT/T) (40/50 min.)</p>	<p>Distance Learning Management, Planning, and Lesson Development</p> <p>Family communication and engagement</p> <p>Synergy updates</p> <p>*Staff will be released as necessary for attendance at IEPs/ 504 Student Support Meetings.</p>
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***Note: Up to 90 minutes of meeting time per week outside of contractual hours for the purposes of...(IEP/504, Staff meetings, PD/PL, etc...)**

***Scheduled was developed in support of students having access to technology/devices.**

4x4 FULL DISTANCE LEARNING SCHEDULE

Mondays (Early Dismissal)		Tuesdays - Fridays	
7:50	Teacher arrival	7:50	Teacher arrival
8:00-9:00	Prep	8:00-8:55	Period 1 Class time
Transition		8:55-9:15	Period 1 Guided Practice and Support
9:10-9:50	Period1 Class time	Transition	
Transition		9:25-10:20	Period 2 Class time
10:00-10:40	Period 2 Class time	10:20-10:40	Period 2 Guided Practice and Support
Transition		Transition	
10:50-11:30	Period 3 Class time	10:50-11:45	Period 3 Class time
Transition		11:45-12:05	Period 3 Guided Practice and Support
11:40 - 12:20	Period 4 Class time	Transition	
12:20 - 12:50	Teacher lunch	12:05-12:35	Lunch
Transition		Transition	
1:00-2:00	Collaboration Time/PLCs for Effective Distance Learning	12:45-1:40	Period 4 Class time
2:00-3:20	Rotation of Staff Meetings, Professional Learning, Department Meetings.	1:40-2:00	Period 4 Guided Practice and Support
	*Staff will be released as necessary for attendance in IEP/504 Student Support Meetings.	2:00-3:20	Family communication and/or Distance Learning Support Teachers will be available to students until 3.15

Monday Class time (40 minutes): Teacher is live with students to check in, establish the plan and expectations for the week, and deliver synchronous instruction via Zoom or Google Meet. In addition to class time, students will also have at least an additional 20 minutes per class of independent practice time assigned to them per class in order to meet the 240 minute minimum requirement as per SB 98. Advocacy to be determined site by site.

Tuesday - Friday Class time (55 minutes): Teacher has daily live time with students delivering synchronous instruction via Zoom or Google Meet. Synchronous instruction includes instructional activities such as focused instruction, guided instruction, collaborative work, and other activities between teachers and students.

Tuesday - Friday Guided Practice and Support time (20 minutes): Teacher remains available to students from this class period for support and questions. Students may be working independently and are not required to be logged into the Zoom/Google Meet.

Tuesday - Friday Family communication and/or DL Support (80 minutes): Teachers are available to students and families for support. In addition, this time may be utilized for intervention and enrichment activities, small group work, and other activities to support student learning.

3X4 (Traditional 6-Period Day) FULL DISTANCE LEARNING

Mondays (Early Dismissal)		Tuesdays - Fridays	
7:50	Teacher arrival	7:50	Teacher arrival
8:00 - 9:00	Prep	8:00 - 9:00	Period 1 Class time
Transition		9:00 - 9:20	Period 1 Guided Practice and Support
9:10 - 10:00	Period 1 Class time	Transition	
Transition		9:30 - 10:30	Period 2 Class time
10:10 - 11:00	Period 2 Class time	10:30 - 10:50	Period 2 Guided Practice and Support
Transition		10:50 - 11:20	Lunch
11:10 - 12:00	Period 3 Class time	Transition	
12:00 - 12:30	Lunch	11:30 - 12:30	Period 3 Class time
12:30 - 1:00	Prep	12:30 - 12:50	Period 3 Guided Practice and Support
1:00-2:00	Collaboration time/PLCs for effective distance learning	Transition	
2:00 - 3:20	Rotation of staff meetings, professional learning, department meetings. *Staff will be released as necessary for attendance in IEP/504 Student Support Meetings.	1:00 - 3:20	Teachers without a Periods 1-3 prep: 1:00-2:20 Prep (80 minutes) 2:20-3:20 Family communication/additional support time for all classes (60 minutes) Teachers WITH a Period 1-3 prep: Family communication/Additional support time for all classes

Monday Class time (50 minutes): Teacher is live with students to check in, establish the plan and expectations for the week, and deliver synchronous instruction via Zoom or Google Meet. In addition to class time, students will also have at least an additional 30 minutes per class of independent practice time assigned to them per class in order to meet the 240 minute minimum requirement as per SB 98. Advocacy to be determined site by site.

Tuesday - Friday Class time (55 minutes): Teacher has daily live time with students delivering synchronous instruction via Zoom or Google Meet. Synchronous instruction includes instructional activities such as focused instruction, guided instruction, collaborative work, and other activities between teachers and students.

Tuesday - Friday Guided Practice and Support time (20 minutes): Teacher remains available to students from this class period for support and questions. Students may be working independently and are not required to be logged into the Zoom/Google Meet.

Tuesday - Friday Family communication and/or DL Support (60 minutes Off-Cycle Prep) or (140 minutes On Cycle Prep Teachers): Teachers are available to students and families for support. In addition, this time may be utilized for intervention and enrichment activities, small group work, and other activities to support student learning.

Definitions and Terminology from Elementary & Secondary Schedules

a. **Synchronous learning** is when instruction and learning occurs at the same time, with interaction between teacher and learner(s). The primary medium for synchronous learning will be through videoconference. Individual and group synchronous instruction and intervention may be facilitated through other electronic means.

During **synchronous learning**, instruction shall be delivered to the whole class, groups, or individual students and be organized in any of the following ways:

- **Focused Instruction:** Teachers establish the purpose of the lesson and model thinking. The purpose should be based on the expected learning outcomes and be clearly communicated to students. Teacher modeling should provide students with examples of the thinking and language required to be successful.
- **Guided Instruction:** The teacher strategically uses questions, prompts, and cues to facilitate student understanding. This can be done with whole groups of students but is probably more effective with small groups that are convened based on instructional needs. During guided instruction, the teacher focuses on releasing responsibility to students while providing instructional scaffolds to ensure that students are successful.
- **Collaborative Learning:** Students work in collaborative groups to produce something related to the topic at hand. To be productive, the group work must involve students using academic language and being individually accountable for their contribution to the effort. This phase of instruction should provide students with an opportunity to consolidate their understanding before they apply it independently.

b. **Asynchronous learning** is learning that does not occur at the same time for the teacher and the learners. The learning content is created by the teacher and made available to the learners. **Asynchronous learning** can be comprised of:

- **Independent Learning:** Students apply what they have learned in class and/or from other sources, and/or outside of class. Many independent learning tasks are used as formative assessments, designed to check for understanding and to identify needs for reteaching. Independent learning tasks should not come too soon in the instructional cycle, since students need practice before they can sufficiently apply knowledge in new situations.
- **Collaborative Learning:** Students work in collaborative groups to produce something related to the topic at hand. To be productive, the group work must involve students using academic language and being individually accountable for their contribution to the effort. This phase of instruction should provide students with an opportunity to consolidate their understanding before they apply it independently.



**ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO
DIRECTING ALL INDIVIDUALS LIVING IN THE COUNTY TO CONTINUE
TO STAY AT HOME OR AT THEIR PLACE OF RESIDENCE AND DIRECTING
CLOSURE OF CERTAIN INDOOR OPERATIONS**

DATE OF ORDER: July 14, 2020

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND 120220, THE HEALTH OFFICER OF THE COUNTY OF SACRAMENTO ("HEALTH OFFICER") HEREBY ORDERS AS FOLLOWS:

1. This order supersedes the July 2, 2020 Order of the Public Health Officer directing all individuals to stay at home ("prior Stay At Home"). This Order **shall become effective at 3:00 pm on July 14, 2020** and will continue to be in effect until it is rescinded or amended in writing by the Health Officer.
2. On June 24th, Sacramento County was placed on the county monitoring List after exceeding 10% increase in hospitalization for more than 3 consecutive days. The most recent data shows that Sacramento has exceeded the thresholds for case rate at 139.8 per 100,000 population, and for availability of Intensive Care Unit beds at 16.0%. The County monitoring Data Chart can be found at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyDataTable.aspx>
3. Community spread of infection is of increasing concern in Sacramento County. Over one thousand cases were identified during both Week 26 (ending 6/27) and Week 27 (ending 7/4), accounting for over 40% of the total cases in the County, and far exceeding the initial peak of 205 cases reported in the week ending April 4, 2020. Moreover, the number of hospitalized cases has increased to a higher level than ever before in the pandemic (150 cases on July 10, as compared to 77 cases hospitalized on the previous high on April 4). Young adults aged 18 to 49 years constitute 70% of current cases. Private gatherings have been identified

as a significant contributing factor to the increase in transmission. Given current rates of transmission and increase in hospitalization in Sacramento County, there is a need to reduce non-essential gatherings where mixing and disease spread occur.

4. On July 13, 2020, the California Governor announced closure of indoor operations in certain sectors in the State. This "Order" aligns with the Governor's announcement and the State Health Officer Order <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%20Dimming%20Entire%20State%207-13-2020.pdf>
5. In alignment with the State Health Officer Order, the following INDOOR operations are prohibited until further notice:
 - a. Dine-in restaurants.
 - b. Movie theaters
 - c. Family Entertainment Centers (e.g. bowling alleys, miniature golf, batting cages and arcades)
 - d. Zoos and museums (indoors)
 - e. Cardrooms
 - f. Winery and tasting rooms (indoors)
 - g. Bars, brewpubs, breweries, and pubs (both indoors and outdoors)
 - h. Gyms and fitness centers
 - i. Places of worship
 - j. Indoor protests
 - k. Offices for non-critical infrastructure sectors
 - l. Personal care services
 - m. Hair salons and barbershops
 - n. Indoor malls

Outdoor operations may be conducted under a tent, canopy or other sun shelter. Bars, pubs, brewpubs and breweries may operate outdoors if they are offering sit-down, outdoor meals.

6. On June 18, 2020, the California Department of Public Health issued new mandate, which requires people to wear face coverings whenever indoors with certain exceptions. Guidance on this requirement is here: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf. A growing body of scientific research has shown that people with no or few symptoms of COVID-19 can still spread the disease and that the use of face coverings, combined with physical distancing and frequent hand

washing, will reduce the spread of COVID-19. As part of this Order the Sacramento County Health Officer continues to align the County face covering order with the State mandate.

7. CDC guidance for those experiencing homelessness outside of shelters should continue to be followed. To maintain public health and safety, local governments should allow people who are living unsheltered, in cars, RV's, and trailers, or in encampments on public property to remain where they are, unless the people living in those locations are provided with a) real-time access to individual rooms or housing units for households, with appropriate accommodations including for disabilities, and b) a clear plan to safely transport those households.

Do not cite persons experiencing homelessness for using cars, RV's, and trailers as shelter during community spread of COVID-19. Do not remove property from people experiencing homelessness, which includes their shelter (e.g., tents, vehicles, or other living structures), hygiene equipment, food supplies, water, and personal items. Items that people who are living unsheltered designate as trash and request to be removed can be disposed of, as can detritus which has spoiled.

Clearing encampments causes people to disperse throughout the community and break connections with service providers, increasing the potential for infectious disease spread.

Exceptions are encampments that pose an imminent and significant public safety hazard or adversely impact critical infrastructure as designated by local, state, or federal law, regulations, or orders.

8. As part of this Order, all activities previously allowed under Stage 1 and Stage 2 as listed in Appendix B of this Order are explicitly still allowed in Sacramento County following guidance on Social Distancing Protocols in Appendix A.
9. This Order will take effect at **3:00 pm on July 14, 2020** and will be in effect until it is rescinded, superseded, or amended in writing by the Health Officer for Sacramento County.
10. **Copies of Order.** Copies of this Order shall promptly be: (1) made available at the County Administration Building at 700 H Street, Sacramento 95814, First Floor; (2) posted on [the Sacramento County COVID-19 website](#) and [County Health Department's website](#) and (3) provided to any member of the public requesting a copy of this Order.

11. **Severability.** If any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

IT IS SO ORDERED:

Olivia Kasirye, MD, MS
Health Officer of the County of Sacramento

Dated: July 14, 2020

Appendix A: Social Distancing Protocol

Business name: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Approximate gross square footage of space open to the public: Click or tap here to enter text.

Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable to the business.

Signage:

- Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; not shake hands or engage in any unnecessary physical contact, and WEAR A MASK.
- Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

Measures To Protect Employee Health (check all that apply to the facility):

- Everyone who can carry out their work duties from home has been directed to do so.
- All employees have been told not to come to work if sick.
- Symptom checks are being conducted before employees may enter the work space.
- All desks or individual work stations are separated by at least six feet.
- Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:
 - Break rooms:
 - Bathrooms:
 - Other (Click or tap here to enter text.): Click or tap here to enter text.

- Disinfectant and related supplies are available to all employees at the following location(s): Click or tap here to enter text.
- Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): Click or tap here to enter text.
- Soap and water are available to all employees at the following location(s): Click or tap here to enter text.
- Copies of this Protocol have been distributed to all employees.
- Optional—Describe other measures: Click or tap here to enter text.

Measures To Prevent Crowds From Gathering (check all that apply to the facility):

- Limit the number of customers in the store at any one time to Click or tap here to enter text.[insert maximum number here], which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times.
- Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.
- Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: Click or tap here to enter text.
- Optional—Describe other measures: Click or tap here to enter text.

Measures To Keep People At Least Six Feet Apart (check all that apply to the facility)

- Placing signs outside the store reminding people to be at least six feet apart, including when in line.
- Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.
- Separate order areas from delivery areas to prevent customers from gathering.
- All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily

come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

Optional—Describe other measures: [Click or tap here to enter text.](#)

Measures To Prevent Unnecessary Contact (check all that apply to the facility):

Preventing people from self-serving any items that are food-related.

Lids for cups and food-bar type items are provided by staff; not to customers to grab.

Bulk-item food bins are not available for customer self-service use.

Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly. Describe: [Click or tap here to enter text.](#)

Optional—Describe other measures (e.g. providing senior-only hours): [Click or tap here to enter text.](#)

Measures To Increase Sanitization (check all that apply to the facility):

Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.

Employee(s) assigned to disinfect carts and baskets regularly.

Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.

Disinfecting all payment portals, pens, and styluses after each use.

Disinfecting all high-contact surfaces frequently.

Optional—Describe other measures: [Click or tap here to enter text.](#)

* Any additional measures not included here should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

Name: Click or tap here to enter text. **Phone number:** Click or tap here to enter text.

Appendix B: Listing of Allowable Activities

Note: *All activities are allowable only with strict social distancing and other requirements

- Transportation: --Resume full public transportation*
- Hospitality: --OUTDOOR Restaurants, take-out/delivery ONLY
 --Hotels, Lodging, and Short-Term Rentals*
 --Campgrounds, RV Parks, and Outdoor Recreation*
- Personal Care: --Pet grooming*
- Retail: --Micro enterprises retail*
 --General Retail*
 --Car washes*
- Private Enterprise: --Agricultural food and beverage cultivation, process and distribution open for retail by appointment only*
- Professional Services: --Plumbers, electricians, exterminators*
 --Arborists, landscapers, gardeners*
- Gyms, Fitness Studios: --outdoor only
- Child/Daycare: --Child Care, Day Care and Family daycare*
- Religious/Cultural: --Drive-through religious services* or outdoor

Entertainment: --Outdoor Zoos ONLY*

Large Outdoor Venues: --Professional Sports without Live Audiences*

Schools: --Schools and School Based Programs *

Day Camps: --Day Camps*

Gambling: --Tribal Casinos*
--Racetracks*

Teachers Role in Maintaining a Healthy Environment

- Set aside time for increased handwashing, especially when entering the classroom, before and after eating, after using the restroom, after blowing their nose, coughing, or sneezing, after recess and before and after using shared objects.
- Practice social distancing in the classroom, in lines, and at recess.
- Remind students and staff to wear face coverings at all times. Face coverings are required for all staff and students 3rd grade and above. It is highly encouraged for 2nd grade and below. There are medical exceptions to wear face coverings, please see exceptions in link: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf
 - If a cloth face covering cannot be worn, a face shield with a drape would be recommended instead.
- Assist to clean and disinfect frequently touched surfaces in your classroom throughout the school day. Newly adopted cleaning technology that is safe to use around students and safe for student use, will be available in all classrooms.
- Encourage staff and students to not come to school or work when sick.

Recognizing COVID-19 Symptoms

It is important to recognize when a student may be displaying COVID-19 symptoms. If a student displays any symptoms below, the student should be sent or escorted to the health office with a face covering on as long as they are not having difficulty breathing. Student's parent/guardian should be called to pick up student from school.

COVID-19 Symptoms:

- **Fever (100.4 F or higher) or chills**
- **Cough**
- **Shortness of breath or difficulty breathing**
- Fatigue
- Muscle or body aches
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Please note that students do **NOT** need to present to Health Office with the following common situations:

- Paper cuts, small abrasions, picked scabs - have them wash hands and apply band aid if needed.
- Minor headaches and/or fatigue - allow them to get snacks/drink water first and rest. If not better after 20 minutes, send the student to the Health Office.
- Mild stomach ache and/or nausea - allow students to use the restroom, drink water, have a snack first and rest. If not better after 20 minutes, send the student to the Health Office.
- Localized bug bite if no allergy history and not spread over a large area of skin, apply cool paper towel to area to help prevent scratching.
- Anxiety/Stress/Psychosocial Issues - if not affecting breathing or physical health try snack, redirection, or please refer to counseling or other applicable services for collaboration.

The reason to not send students to the Health Office for the above reasons is to minimize the traffic in the health office to only those who are presenting with COVID-19 symptoms, need assistance with medications, or there is a health emergency.

Proper Handwashing Techniques

Handwashing is one of the best ways to protect yourself and your families from getting sick. Washing hands keeps you healthy and prevents the spread of germs. Germs can spread from other people or surfaces when you:

- Touch your eyes, nose, and mouth with unwashed hands
- Prepare or eat food and drinks with unwashed hands
- Touch a contaminated surface or object
- Blow your nose, cough, or sneeze into hands and then touch other people's hand or frequently touched surface or object

When should I wash my hands?

- Before and after eating
- After using the restroom
- After blowing your nose, coughing, or sneezing
- Before and after entering/exiting a classroom
- After touching frequently shared objects
- Before and after using the playground

How do I properly wash my hands?

Follow these five steps every time.

1. **Wet** your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
2. **Lather** your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
3. **Scrub** your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
4. **Rinse** your hands well under clean, running water.
5. **Dry** your hands using a clean towel or air dry them. Do not wipe hands on clothing.

Can I use hand sanitizer if there is no access to running water and soap?

Hand sanitizer can be used when soap and water are not available. Hand sanitizer must contain at least 60% alcohol to be effective.

How to use hand sanitizer

- Apply the gel product to the palm of one hand (read the label to learn the correct amount).
- Rub your hands together.
- Rub the gel over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds.

***Hand sanitizer should be stored in a secure place so young children cannot reach and accidentally swallow.

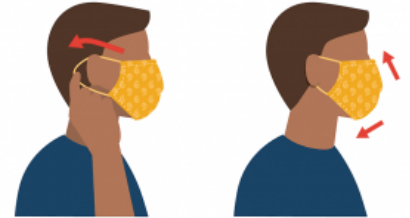
Face Coverings

Why do we wear face coverings?

- Wear a face covering to help protect others in case you're infected but don't have symptoms
- Wear the covering in public settings when around people outside of your household, especially when other social distancing measures are difficult to maintain

Wear your Face Covering Correctly

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- **Don't** touch the face covering, and, if you do, wash your hands



How to properly take off your face covering

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place in a location to not get mixed up with someone else's face covering
- Be careful not to touch your eyes, nose, and mouth when removing and wash hands immediately after removing.

Social Distancing

What is social distancing?

Limiting face-to-face contact with others is the best way to reduce the spread of coronavirus disease 2019 (COVID-19).

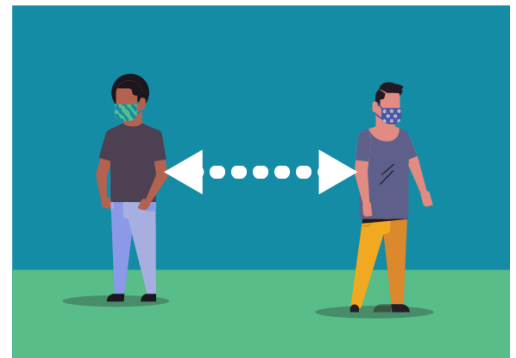
Social distancing, also called "physical distancing," means keeping space between yourself and other people outside of your home.

To practice social or physical distancing stay at least 6 feet (about 2 arms' length) from other people.

Why practice social distancing?

COVID-19 spreads mainly among people who are in close contact (within about 6 feet) for a prolonged period. Spread happens when an infected person coughs, sneezes, or talks, and droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby. The droplets can also be inhaled into the lungs. Recent studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of COVID-19.

It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes. However, this is not thought to be the main way the virus spreads. COVID-19 can live for hours or days on a surface, depending on factors such as sunlight, humidity, and the type of surface. Social distancing helps limit opportunities to come in contact with contaminated surfaces and infected people outside the home.



Although the risk of severe illness may be different for everyone, anyone can get and spread COVID-19. Everyone has a role to play in slowing the spread and protecting themselves, their family, and their community.

Shared Material and Objects

It is recommended to limit the use of shared objects as much as possible, but when objects do have to be shared, clean and disinfect between each use or at least frequently throughout the day. Have students or staff wash their hands before and after using shared objects. Hand washing is still one of the top defenses for protecting yourself and other from getting sick.

For teachers receiving student material or touching a shared object, it is important to note to not touch your face, especially eyes, nose, and mouth, after touching the material or object. Wash your hands after touching the material or object.

Distribution or Drop-Off of Materials

Mass distribution or drop-off of student materials:

- Set – up:
 - Drive-through is ideal
 - If drive-through is not feasible,
 - Must be done outside
 - Keep lines to maximum of 10 people per line (this includes students and parents)
 - Group broken down as much as possible by grade, track/house, and alpha by last name (Example: Monday pick-up is 1st grade, A track, A-D last name)
 - Needs to be a way to track which students were on campus at the same time in case contact tracing needs to occur. Tracking which students are in line together would be ideal.
 - (Ex: When scanning books make sure scanner notes the date and time, or keep a log of when students are on campus)
 - Keep students and parents in lines for less than 15 minutes, as feasible
- Keep 6-foot distance between all staff, students and families
 - If close contact is needed to be made (closer than 6-feet), keep it at a short amount of time (less than 15 minutes)
- All students, staff, and parents must wear face coverings at all times
- Wear non-latex gloves when distributing materials to families*
 - Wash hands or use hand sanitizer before putting on gloves
 - If gloves need to be taken off:
 - Wash hands or use hand sanitizer after taking off gloves
 - Put a new pair of gloves on when needed

*During in-person learning, staff do not have to wear gloves when handing out materials to their students. Gloves are only required for the mass distribution of materials.

Resources

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/index.html>

COVID-19

Video: <https://www.brainpop.com/health/diseasesinjuriesandconditions/coronavirus/> - BrainPop

Handwashing

Video: <https://www.cdc.gov/handwashing/videos.html> - CDC

<https://www.brainpop.com/socialstudies/news/howsoapworks/> - BrainPop

Posters: <https://www.cdc.gov/handwashing/posters.html> - CDC

Graphics/Social Media: <https://www.cdc.gov/handwashing/buttons.html> - CDC

Social Distancing

Video: <https://www.youtube.com/watch?v=FvTZv31eRp0> – BrainPop

Face Covering

Video: <https://www.youtube.com/watch?v=OLO1GNXKmNE>

<https://kidshealth.org/en/parents/coronavirus-masks.html> - Kids Health

Pilot Agreement-Extension

Between

Elk Grove Unified School District

And

Elk Grove Education Association

Late Start or Early Out Elementary Collaboration Time

Pilot EXTENSION: 7/1/2019 to 6/30/2021

(June 21, 2019)

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and agree to extend this Pilot Agreement (Agreement) regarding Late Start or Early Out Elementary Collaboration Time in accordance with the following terms and conditions:

1. The parties agree that Elementary collaboration time shall take place at each elementary school one day per week through the implementation of a Late Start or Early Out schedule as defined in this Agreement.
2. The parties agree that the purpose of Late Start or Early Out Elementary collaboration time is for teachers and certificated staff to plan, adapt, and evaluate curriculum and instructional strategies, and analyze data collaboratively with colleagues.
3. The parties agree that this Late Start or Early Out collaboration time shall be used for elementary grade level or cross grade level teams to meet in groups. Late Start or Early Out collaboration planning time is to be used for the purposes described in this section. This time is not to be supplanted with trainings, staff meetings, non-instructional items, or administrative assignments.
4. The parties agree that all elementary teachers and certificated staff participating in Late Start or Early Out Elementary collaboration time will in collaboration with their site administrator, determine elementary planning time agendas, and the reporting out of tasks accomplished during elementary planning time.

5. Transitional Kindergarten and Kindergarten Collaboration Time

A. EGEA and EGUSD are committed to continuing to explore opportunities to provide collaboration time for Transitional Kindergarten (TK) and Kindergarten (K) teachers along with their grades 1-6 colleagues.

B. School site administrators will facilitate a collaborative process for deciding which of the following options best meets the needs of the school and team. If the TK/K teams or the TK teachers or the K teachers at a site are unable to reach consensus with each other or unable to reach consensus with their site administrator and the Associate Superintendent of Elementary Education on a collaboration time option for the 2019-2020 and 2020-2021 school years, then the 2015-2016 school year practice regarding collaboration time shall apply.

C. Options:

(1) TK and K-AM/PM teachers will collaborate with other teachers on their schedule one day a week for 40-50 minutes. This will be during the time that is historically considered TK and K partner time; or

(2) A one-half ($\frac{1}{2}$) day substitute will be provided once a month during which both the AM and PM teachers will be able to collaborate together for the half day-work day. An alternating rotation of AM/PM collaboration time will be determined by the TK and K teams; or

(3) For sites that have an approved TK/K collaboration time schedule during the 2015-2016 school year, such sites shall continue to have the option to continue their 2015-2016 TK/K collaboration schedule; or

(4) On a site by site basis, an alternative collaboration time schedule option can be explored by the TK and/or K-AM/PM teachers and the site administrator.

The site administrator and the Associate Superintendent of Elementary Education will consider the following factors when determining whether to approve a proposed TK/K collaboration time option:

(a.) Cost of the proposed option.

(b.) Student transportation issues.

(c.) Compliance with instructional minutes requirements.

(d) Minimal student class overlap time issues.

(5) The TK/K teams may choose not to select one of the above options, and as a result shall continue with the school site's TK/K 2015-2016 schedule.

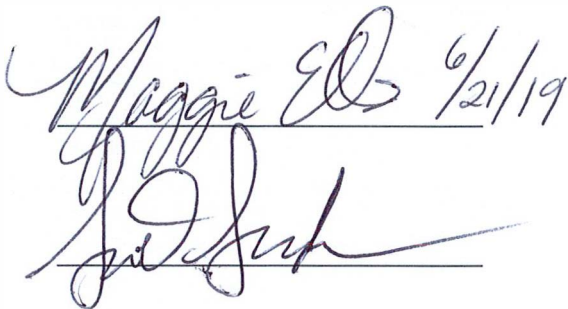
6. The parties agree that Special Education teachers assigned to self-contained special education classes will determine, collaboratively with their administrator, the feasibility of participating in Late Start or Early Out Elementary collaboration planning time. Should a special education teacher assigned to a self-contained class not be able to participate, his/her schedule of instructional minutes will not exceed the number of instructional minutes taught during the 2014-2015 school year. The parties agree that the parties' joint Special Education Committee will consider potential options to address collaboration planning time for Special Education teachers assigned to self-contained classes.

7. The parties agree that during elementary collaboration planning time, in order to provide student supervision at minimal additional cost to the District, each school site will use existing non-certificated staff to provide student supervision to the extent possible. The parties agree that if it is necessary to use certificated staff to provide student supervision during Early Out or Late Start Elementary collaboration planning time, the sites will develop an equitable rotation schedule, so that an individual teacher or grade level is not regularly excluded from elementary collaboration planning time.

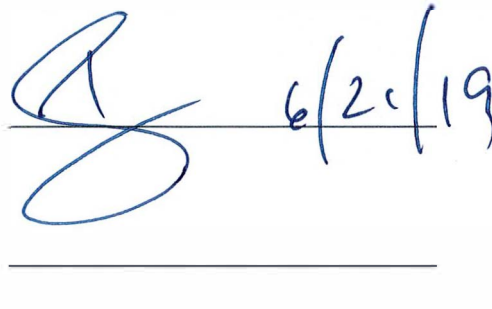
8. The parties agree that this Agreement regarding Early Out or Late Start Elementary collaboration planning time is an extended pilot program for the 2019-2020 and 2020-2021 school years, and that this Agreement shall expire on June 30, 2021.

9. The parties agree that representatives from the District and EGEA will meet to evaluate the benefits and related impacts of Early Out or Late Start Elementary collaboration planning time, the Late Start or Early Out schedule; and to determine if any changes are necessary. This pilot evaluation will occur prior to the end of April 2021. At that time, recommendations will be made to the negotiations teams regarding the conditions for future implementation of elementary collaboration planning time.

For EGEA

 6/21/19

For EGUSD

 6/21/19

6/21/19

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



WH1422 REV 03/20