

COUNTER PROPOSAL
Memorandum of Understanding
Between
Elk Grove Unified School District
and
California School Employees Association

Response to COVID-19 Coronavirus

June 3, 2020

This is a Memorandum of Understanding ("MOU" or "Agreement") between the Elk Grove Unified School District ("District") and the California School Employees Association ("CSEA"), collectively referred to hereinafter as "the Parties" concerning the District's response to the coronavirus ("COVID-19") pandemic.

RECITALS

1. This Agreement sets forth the protocol and terms that the District and CSEA have agreed upon to govern working conditions for CSEA bargaining unit members due to the COVID-19 public health emergency.
2. The District and CSEA recognize the importance of maintaining safe learning opportunities 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 recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and all staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.
5. 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 distance learning, student meals, child care, 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.

AGREEMENT

Accordingly, in the interest of maintaining safe facilities and operations as well as for implementing educational opportunities and continuity of District instruction and services, including distance learning, student meals, and childcare, during this pandemic resulting from an exigent and emergency circumstance, the Parties agree to all of the following:

1. The District will inform and train, when applicable, its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels, or tissues, and hand sanitizer). The Parties recognize that there have been severe shortages throughout California of supplies recommended by Public Health Agencies, but the District will make all reasonable efforts to obtain the appropriate supplies. CSEA will cooperate with the District in any necessary public health actions. In the event that any unit member must report to a District site, the Parties agree that the District shall provide District-approved applicable personal protective equipment ("PPE") to ensure that the unit member maintains his or her safety to the greatest extent possible. PPE may include, but is not limited to, gloves and masks, as is feasible. Physical distancing protocols shall be followed to the greatest extent possible.

2. Calendar and Leaves

- a. Beginning on the date of closure for in-person student instruction, March 9, 2020, and through March 31, 2020, no bargaining unit member who has been ready and willing to work will have any accrued sick leave deducted nor will they be docked pay as a result of the closure alone.
- b. Leaves that were pre-approved by a unit member's immediate supervisor, were scheduled to take place on or after March 9, 2020, and have been taken, or will continue to take place, shall be deemed to have been utilized and such leave shall be deducted from the unit member's leave balances. Examples of such leave include vacation, sick, personal necessity, differential extended leave, workers' compensation, compensatory time off ("CTO"), or other District approved leave. If a unit member's immediate supervisor has already pre-approved a leave, but the unit member is no longer planning or able to take said leave, they should notify their immediate supervisor of the change, and if the change to the scheduled leave is approved by the unit member's supervisor, said leave shall not be deducted from the unit member's leave balances.
- c. Any unit member who began differential leave prior to the period of March 9, 2020 through March 31, 2020 shall continue on such differential leave with no change to the period of eligibility for such leave. The timelines for differential leave shall continue unchanged during the time that schools are closed for in-person student instruction.

- d. If a unit member provides the District with official written medical verification that they are medically released to return to work with or without reasonable accommodations, the official written medical verification shall be provided to the District's Human Resources Department for review. The District shall determine based upon the medical verification whether such unit member can return to work and removed from leave in accordance with the provisions of the Americans with Disabilities Act ("ADA").
- e. The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response Act ("FFCRA") includes several qualifying reasons for Leave. 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 need for COVID-19 leave and:

- i. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 diagnosis;
- ii. has been advised by a health care provider to self-quarantine due to COVID-19 diagnosis;
- iii. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- iv. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
- v. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- vi. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

[Note: 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 CSEA 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.]

- f. If a unit member believes that they are able to return to work, but is 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 in accordance with the provisions of the ADA.

3. If a District employee has tested positive for COVID-19 as certified in writing by a licensed health care provider or by a public health official and if such diagnosis is shared with the District, the District will notify any District employee who may have been in contact with that person. The District will also immediately notify CSEA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19.

4. ~~The Parties agree that given the change to the previously negotiated student instructional calendars for the 2019-2020 school year, EGUSD and CSEA agree that the 2019-2020 instructional calendar for the remainder of the 2019-2020 school year is based upon a Traditional calendar. The end of the instructional school year will follow the Traditional Calendar and shall be on May 29, 2020. No permanent CSEA unit member will suffer a loss of contracted days and hours as a result of the 2019-2020 COVID-19-related calendar change alone.~~

5. All CSEA employees shall be required to work their currently assigned work calendars for the 2019-2020 school year. The work year for purposes of payroll and benefits through June 30, 2020 shall be unchanged. Any exceptions to work year calendars for the 2019-2020 school year will be addressed on a case by case basis with the unit member, and with CSEA, if the unit member would like CSEA involved.

a. If necessary, to meet the needs of a school or department, supervisors will work with unit members, assigned to a year-round or modified-traditional 2019-2020 school and related work calendar, to adjust workdays as necessary to meet District needs.

6. **Week of April 6:** Spring Break – The Parties agree that all elementary and secondary schools will be on Spring Break according to the dates on the 2019-2020 Traditional calendar. This is a non-instructional week.

7. Equipment/Training The Parties agree that unit members who will be working remotely and who do not have the technology devices and/or access needed for remote online work shall be provided such by the District, if feasible and as determined by their supervisor. Unit members may request additional training for the purposes of remote online work, if feasible and as determined by their supervisor. Unit members who do not have access to technology at home may be required to perform remote work, as directed.

8. The Parties agree that current collectively bargained timelines for staff evaluations (non-probationary) and related components may be suspended for the remainder of the 2019-2020 school year consistent with the following.

a. The Parties agree that administration may complete the evaluation process during the 2019-2020 school year.

- b. The Parties agree that any evaluations (non-probationary) that cannot be completed for the 2019-20 school year will be carried over to the 2020-21 school year and shall be scheduled consistent with their annual anniversary timelines.
- c. Employees who are on a work plan shall continue on the work plan during the 2019-2020 school year provided the supervisor can continue to observe the usual and essential functions of the position.

9. All permanent CSEA unit members shall receive their daily rate of pay and benefits during the time schools are closed to students for the term of this Agreement provided that unit members are available and able to work during their regularly scheduled workdays and work hours consistent with this Agreement. If make-up days are required by law, the District shall negotiate said days with CSEA.

10. Permanent CSEA unit members' compensation and benefits shall not be reduced during the 2019-2020 school year as a result of the emergency school closure provided that such bargaining unit members are available and able to work to implement and provide district and student services consistent with this Agreement. Bargaining unit members who do not report to work when directed, or engage remotely when directed, and who do not have applicable leave available, shall be in docked pay status.

11. 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.

12. The parties agree that from March 9, 2020 through June 30, 2020 supervisors will determine job duties and determine whether or not CSEA employees are required to report to work. Supervisors can call employees back to work to perform duties within their respective job classifications. The District shall assign bargaining unit employees to perform work that is reasonably related to their job description.

13. All CSEA employees shall either check their email daily or be available by phone during their regularly contracted work days/hours. CSEA employees shall provide their supervisor with their current telephone number or email contact information for the purpose of supervisors communicating with unit members their duties and responsibilities. If CSEA members have any concerns or questions regarding their work responsibilities and duties, CSEA unit members should call their supervisor.

14. All CSEA employees shall be on call during their regularly contracted work days/hours. However, both Parties recognize that some CSEA employees will not be required by their supervisor to report to work during some periods of time while receiving their daily rate of pay and benefits for part or all of this time period. The work of paraeducators shall be directed by the teacher(s) with whom they work provided the work falls within the parameters of section 12 (above); however, if a paraeducator is directed

to physically report to a district site, that direction will come from a District or Site Administrator.

15. The Parties agree that unit members who are unable to meet the expectations included in this Agreement regarding work and availability shall use any sick leave, personal necessity leave, vacation leave, and/or any other 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 Agreement.

16. 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, vacation or CTO accruals in order to make their pay whole.

17. 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. CSEA will support efforts to maintain school funding.

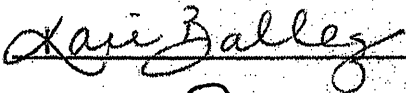
18. The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials to determine whether a school is closed, maintained as open, or reopened after closure.

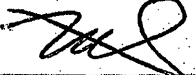
19. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.

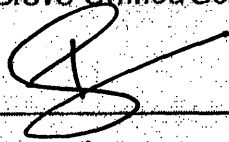
20. The Parties agree that this Agreement shall expire on June 30, 2020, but may be extended by mutual written Agreement.


CSEA

Elk Grove Unified School District









Dated: 6/17/20

Dated: 6/18/20