

**Memorandum of Understanding
Between
Elk Grove Unified School District
and
American Federation of State, County, and Municipal Employees, Local 258
Response to COVID-19 Coronavirus**

June 17, 2020

This is a Memorandum of Understanding (MOU or Agreement) between the Elk Grove Unified School District (District) and the American Federation of State, County, and Municipal Employees, Local 258 (AFSCME), collectively referred to hereinafter as "the Parties" concerning the District's response to the coronavirus (COVID-19) pandemic.

RECITALS

1. This Agreement sets forth the protocol and terms that the District and AFSCME have agreed upon to govern working conditions for AFSCME bargaining unit members due to the COVID-19 public health emergency.
2. The District and AFSCME 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. AFSCME 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. All AFSCME employees shall report to work during their regularly scheduled work hours and work days, when directed by their immediate supervisor and unless directed otherwise. Immediate supervisors will inform their staff members as to work-related expectations during these exigent circumstances including whether AFSCME employees will work online remotely, will work at a District site when schools are closed to students, and/or will work a different schedule. If an employee is required to work a different schedule or is called back to work, the District will make every effort to notify that individual at least 24 hours in advance. The 24 hour advance notice provision shall not apply to emergent situations.
 - 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 that is currently out on Industrial Accident Leave, 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.
- 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*.
 - ii. has been advised by a health care provider to self-quarantine related to COVID-19*.
 - iii. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - iv. is caring for an individual subject to an order described in (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 1: The FFCRA qualifying reasons included in sections (i.) through and including (iv.) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave.

However, an individual AFSCME unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

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

- 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.
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 AFSCME 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 AFSCME 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.
 5. All AFSCME 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. 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 work days.
 6. 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.
 7. 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 or may not 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. In the event that the supervisor cannot observe the usual and essential functions of the position, the work plan duration shall be extended for a commensurate period of time in the 2020-2021 school year.
8. AFSCME unit members shall receive their hourly 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 to work during their regularly scheduled work days and work hours consistent with this Agreement. If make-up days are required by law, the District shall negotiate said days with AFSCME.
 9. AFSCME 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.
 10. 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.
 11. The parties agree that from March 9, 2020 through June 30, 2020 supervisors will determine job duties and determine whether or not AFSCME employees are required to report to work. Supervisors can call employees back to work to perform duties within their respective job classifications.
 12. All AFSCME employees shall either check their email daily or be available by phone. AFSCME employees shall provide their supervisor with their current telephone number or email contact information for the purpose of supervisors communicating with unit members regarding their duties and responsibilities. If AFSCME members have any concerns or questions regarding their work responsibilities and duties, AFSCME unit members should call their supervisor.
 13. All AFSCME employees shall be on call. However, both Parties recognize that some AFSCME employees will not be required by their supervisor to report to work during some periods of time while receiving their hourly rate of pay and benefits for part or all of this time period.

14. 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, SDI, 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.
15. 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.
16. The Parties understand and agree that the Associate Superintendent, Human Resources or designee will communicate decisions regarding changes to working conditions to the AFSCME President, AFSCME Vice President, and AFSCME, Business Agent. The Parties agree to negotiate any effects of decisions related to COVID-19 with AFSCME as soon as practical under the then current circumstances.
17. Reclassification Process. The parties agree to place in abeyance the provisions of the Parties' collective bargaining agreement regarding reclassification for the 2019-2020 and until the reclassification process is resumed pursuant to the parties' subsequent agreement. Bargaining unit members, who previously submitted an application for reclassification during the 2019-2020 school year, will have their reclassification application reviewed when the reclassification process is resumed in a subsequent year.
18. The District shall take all applicable actions required by the State, for which the District may be eligible, in order to mitigate the loss of ADA funding. AFSCME will support efforts to maintain school funding.
19. 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.
20. 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.

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

AFSCME

James Bellini
Diane Campbell

Dated: 6/23/2020

Elk Grove Unified School District

[Signature]

Dated: 6/24/20