

Meet and Confer Summary
Elk Grove Unified School District
and
EGTEAMS Meet and Confer Employee Groups

February 5, 2021

2020-2021 Response to COVID-19

Elk Grove Unified School District (District) and EGTEAMS (Site and District Administration, Classified Managers, Classified Administrative Support Staff, and other unrepresented District Employees) have considered their mutual interests and have met to complete the meet and confer process concerning the 2020-2021 school year.

All of the terms included in this meet and confer summary are contingent upon final approval by the Sacramento County Office of Education and the District Board of Education.

1. Compensation.

The Parties acknowledge that the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary work conditions have ensued, as such EGTEAMS has adapted to and will be participating in additional duties and practices for the 2020-2021 school year.

As such, the District will make a one-time, one percent (1%) off of the salary schedule payment to EGTEAMS' members, based upon the member's actual 2020-2021 base salary. In order to be eligible for this one-time payment, EGTEAMS' members must be in paid status and in position control as of November 1, 2020 and this payment shall not apply to those who are in unpaid status.

2. Leaves.

a. Use of Leaves. EGTEAMS' members who are unable to meet the expectations regarding the performance of their duties and availability during work hours shall use any sick leave or personal necessity leave entitlement.

The parties agree that District leave policies will remain in full effect for the duration of the pandemic. Eligible EGTEAMS' members will also be entitled to any new COVID-19 Federal and/or State leave benefits.

b. Federal Families First Coronavirus Response Act (FFCRA). At the time of execution of this agreement, the FFCRA has expired. If the FFCRA is renewed or extended in accordance with law, this section shall apply, but shall be modified consistent with any

new legal requirements. The Parties acknowledge that subject to subsequent legislation, the FFCRA includes several qualifying reasons for Leave as outlined in Attachment “D” regarding FFCRA.

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 State or County Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual EGTEAMS’ member who is placed on quarantine or specifically ordered to self-isolate by their healthcare provider because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

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

c. 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. In addition, the District will comply with State and County Public Health orders.

d. Coordination of Leave with FFCRA. If eligible for FFCRA leave, EGTEAMS' 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.

e. Additional COVID-Related Leave. Effective January 1, 2021, the following "Additional COVID-Related Leave" shall apply.

EGTEAMS' members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. In addition, EGTEAMS' members shall comply with the attached COVID-19 District Safety and Mitigation Guidelines.

EGTEAMS' members shall be provided with up to 10 days of additional leave consistent with the criteria i, ii, and iii listed in Section 2(b) of this MOU, Federal Families First Coronavirus Response Act (FFCRA).

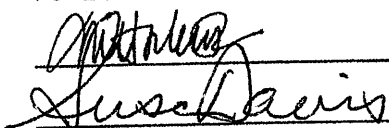
Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:

- a. EGTEAMS' member cooperates with and complies with contact tracing; and
- b. EGTEAMS' member agrees to get tested for COVID-19 at no cost to the EGTEAMS' member either through medical insurance or County Public Health and provides evidence of testing; and
- c. EGTEAMS' member will exhaust leave provided by the FFCRA if available.
This Additional COVID-Related Leave can be accessed prior to use of sick leave.

3. Effective Date.

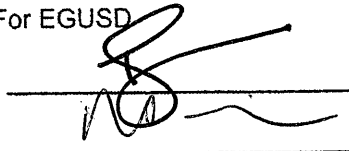
Unless otherwise extended, this meet and confer summary shall expire on June 30, 2021.

For EGTEAMS



Dated: 2/5/2021

For EGUSD



Dated: 2/9/21