

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT 2904 AND TRACY EDUCATION ASSOCIATION (TEA)

ADDRESSING LEAVE PROVISIONS UNDER PANDEMIC CONDITIONS

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the duration of the 2019-20 school year; and

WHEREAS the district and the union agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

WHEREAS clarification and expansion of leave provisions during extraordinary circumstances to protect employees and families is needed to maintain a safe and healthy student population and workforce;

NOW THEREFORE, be it resolved; that for the 2020-21 school year, the following language supersedes and supplements the language in Article VII, Sections 1A/1H, Article VII, Section 3 and Article X, Section 2 of the collective bargaining agreement.

1. Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely.
2. The following protocol for leave will be provided to employees unable to work who are diagnosed with COVID19, identified for self-quarantine, or are providing care to a family member who is quarantining or who has been diagnosed with COVID-19.
 - a. Employees shall use 10 additional days of leave that are provided to all employees under the 2020 Emergency Paid Sick Leave Act (EPSLA) prior to using any other leave.
 - b. Teachers shall use the district's Family Medical Leave as outlined in the Article VII, Section 3 of the collective bargaining agreement.
 - c. Employees shall have access to all existing sick leave benefits under Article VII, Section 1A of the collective bargaining agreement. During the duration of a pandemic declared by the Center for Disease Control, all sick leave will be credited up front.
 - d. Employees shall have access to additional leave through the sick leave bank under Article VII, Section 1H of the collective bargaining agreement.
 - e. Additional leave needed will be provided under the Emergency Family and Medical Leave Expansion Act (EFMLEA) and Family and Medical Leave Act (FMLA).
 - f. Health insurance benefits under Article 10 of the Master Agreement will continue in full force and effect throughout the duration of all combined leave.

3. These provisions may be modified for extenuating circumstances on a case-by-case basis by mutual agreement of the employee, employer and union.

The parties further agree:

This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceeding as evidence of a past practice.

**INDEPENDENT SCHOOL DISTRICT
NO. 2904**

Dated: _____, 2020

By: _____
Board Chair

By: _____
Clerk

Tracy Education Association

Dated: _____, 2020

By: _____
TEA President

By: _____
TEA Negotiator