Tentative Agreement
Between
Elk Grove Unified School District
And
Elk Grove Education Association
Regarding
2020-2021 and 2021-2022
August 31, 2021

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding the 2020-2021 and 2021-2022 school years.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and EGEA will continue to meet and confer regarding changes to safety protocols. EGEA will work collaboratively with the District in any necessary public health actions.

2. Full Return to In-Person Instruction 2021-2022 School Year.

The Parties agree that the District has the sole and exclusive discretion working in consultation with State and County Health officials and in compliance with State and Local Health orders and laws to determine the status of the in-person instructional model. For the 2021-2022 school year and consistent with all State and County Health orders and laws, the District has determined that unit members and students shall fully return to in-person instruction.

a. Reasonable Accommodations and Interactive Process.

The Parties agree that if a unit member believes that they are unable to return to full in-person student instruction for the 2021-2022 school year due to a disability or medical condition, the unit member should contact the District's Human Resources Department to schedule an interactive process to determine whether they are eligible for reasonable accommodations.

b. <u>Priority Assignments to Alternative Programs</u>. If an expansion to the Elk Grove Virtual Academy Independent Study Program, the Las Flores Independent Study Program and/or the Home Hospital Program is required, then unit members who require reasonable accommodations will be given priority

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consideration to voluntarily transfer to these alternative education assignment open positions as an accommodation.

c. Alternative Assignments-Voluntary Transfer Process.

If in addition to the unit members who have been given priority for alternative assignment openings through the interactive process, additional staff is necessary cover alternative program openings and to support the District's alternative educational programs, the District will implement a voluntary transfer process. In addition, the District and EGEA will meet to develop a communications plan regarding any remaining alternative program openings and to develop an expedited voluntary transfer timeline process. The Parties agree that the Memorandum of Understanding regarding Independent Study, dated July 29, 2021 shall also apply.

- d. The Parties understand that Independent Student and Home Hospital Programs may require in-person meetings and instruction.
- 3. 2020-2021 and 2021-2022 Ongoing Compensation.

a. 2020-2021 (2%).

Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 EGEA salary schedule consistent with the attached 2020-2021 #8, #9, and #10 certificated salary schedules.

b. **2021-2022 (2%).**

Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 EGEA salary schedule consistent with the attached 2021-2022 #8, #9, and #10 certificated salary schedules.

c. The Parties agree that the section 3(a) and section 3(b) retroactive payments shall not apply to any supplemental pay.

4. 2021-2022 One-time Compensation.

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of percent (2%). This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021. Unit members who are eligible for column movement during the 2021-2022 school year shall receive this one-time compensation based on their adjusted salary based on their column movement.

5. Adjunct Duties Salary Schedule (#17) and Elementary Stipends (Effective beginning July 1, 2021).



The following shall apply effective July 1, 2021 with the exception of subsection (d.) below which begins on January 1, 2022:

- a. The Parties agree to add a five and three quarters percent (5.75%) on-going increase to the Adjunct Duty Salary Schedule, #17.
- b. The Parties agree to add a four percent (4%) on-going increase to Elementary Stipends.
- c. EGEA and EGUSD will continue to meet to discuss the adjunct duty salary schedule and elementary stipends during the 2021-2022 school year with an interest of making elementary stipends a list of specific duties available to all schools similar to the Secondary adjunct list.
- d. Effective January 1, 2022, the hourly rate (\$40 an hour) for supplemental services will be increased by four percent (4%).

6. Stipends.

Effective July 1, 2021, the Parties agree that the Secondary Stipend Working Groups will continue to meet to update and incorporate agreed upon stipend changes in a subsequent agreement.

7. Leaves-Bereavement.

- a. The Parties agree to change Section 18.7 and 18.104 of the collective bargaining agreement as follows:
- b. 18.104. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandparent; a grandparents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.
- 18.7 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes the employee's spouse's or registered domestic partner's children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 18.104 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a



spouse or a child, <u>including stillbirth</u>, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

Bereavement Leave days shall not be deducted from the sick leave balance.

8. Paid Pregnancy Disability Leave- Change to section 18.1101

During that period of time during which the <u>a</u> unit member (including hourly unit members) is physically <u>disabled and</u> unable to perform their regular duties due to pregnancy, miscarriage, childbirth and <u>/or</u> recovery there from, they shall be permitted to utilize their sick leave—pursuant to Article 18.3, above. such <u>full-time</u> unit member shall be granted up to <u>20 work days</u> of fully Paid Pregnancy Disability leave, <u>prorated for less than full-time unit members</u>, consistent with the following.

- a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use, and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.
- b. To be eligible for this Paid Pregnancy Disability Leave, the unit member It is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
- <u>c.</u> Upon receipt by Human Resources of the <u>signed medical documentation</u> from a licensed physician <u>specifying</u> that the unit member has a <u>pregnancy-related</u> disability the unit member shall be entitled <u>to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave</u>.
- 9. Secondary Staffing.
- a. EGUSD and EGEA will monitor secondary class sizes for the 2021-22 school year and will meet and confer to address specific class size issues.
- b. EGEA and EGUSD agree to meet and confer regarding secondary counseling staffing for the 2021-2022 and 2022-2023 school years.
- 10. Vice Principal/Teacher in Charge Combination Positions.

Effective July 1, 2021, EGEA and EGUSD agree to discontinue and no longer implement the combination of Vice Principal and Teacher in Charge positions.



11. Special Education.

a. Moderate/Severe and Mild/Moderate

For 2021-2022 school year only <u>and due to the increased demand for Individualized Education Plan (IEP) meetings relative to Independent Study and Home Hospital considerations as well as comprehensive reviews of services related to challenges presented by the pandemic the following shall be provided:</u>

EGEA and EGUSD agree that unit members assigned to self-contained Moderate/Severe Special Education Classes and Mild/Moderate Educators, who are responsible for developing Individualized Education Programs (IEP) plans may volunteer to work, for purposes of developing IEP plans, additional hours up to an annual total of fifteen (15) hours and shall be paid at the current voluntary hourly rate.

The hours described in this section shall not supplant the current models of additional support provided by Special Education and the District. Hours that might be requested beyond the fifteen referenced above will require prior approval from the Special Education Program Specialist, Coordinator or Director. District Special Education administration will communicate the process by which requests for additional support or hours may be submitted for consideration. The District's Special Education administration will meet with the EGEA Special Education Director on a regular basis to review and/or address any concerns or questions regarding access to such support.

Moderate/Severe Self-contained classroom teachers and Mild/Moderate teachers are exempt from adjunct duties for the duration of the 2021-2022 school year.

For clarification purposes, this exemption does not apply to elementary and secondary site arrival and dismissal supervision assignments, as applicable

- b. EGEA and EGUSD agree to continue to meet with the Special Education Committees to address special education working conditions.
- c. EGUSD and EGEA agree that each school site will have an operational plan regarding student supervision resulting from delayed transportation.

d. Extended School Year Pay.

Unit members who teach during the Extended School Year (ESY) pursuant to students' Individualized Education Plans (IEPs) will be paid at the unit member's per diem rate, unless otherwise negotiated.

e. EGEA and EGUSD will continue to monitor class sizes/caseloads on a monthly basis. Should there be concerns with the Special Education program's structural ability to meet the needs of the students within, a meeting should be held with appropriate team members (ie: teacher, service provider(s), site

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administration, SPED administration, EGEA representation etc.) to identify concerns and develop a plan to address.

12. Adult Education.

EGEA and EGUSD agree to continue to meet with the Adult Education Committee to finalize changes to the collective bargaining agreement regarding Adult Education unit members.

- 13. <u>Two Additional Professional Development Days (2021-2022 and 2022-2023). Two full contractual days per year (14 hours per year/28 hours total).</u>
 - a. EGEA and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school years only, outside of the unit member's contracted work year (e.g., 184 days for teachers, 194 for Counselors, and 187 days for Nurses and SLPs), focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.
 - b. Unit members shall receive per diem pay for full day participation in such training.
 - c. During the 2021-2022 school year, a professional development plan shall be collaboratively developed by the District and representatives from all bargaining units. This professional development plan will require Board approval prior to implementation.
 - d. The District and EGEA will work collaboratively to develop the training and implementation plan pursuant to section 13(c) above. In the event that the collaborative work is not completed in a time that allows for full implementation of the training during the 2021-2022 school year, the parties shall meet and confer to discuss alternative means by which the training can be completed and/or extended into a subsequent school year.

14. Article 6-Dues and Payroll Deductions.

Effective July 1, 2021, the Parties agree to the following revisions to Article 6, section 6.2:

6.2 ORGANIZATIONAL SECURITY

Any unit member who is a member of the Elk Grove Education
Association, CTA/NEA, or who has applied for membership, shall
maintain that membership for the duration of this Agreement, and
may sign and deliver to the Board an assignment authorizing
deduction of unified membership dues, initiation fees, and general
assessments in the Association. Pursuant to such authorization, the



District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- Any employee who becomes a member of the bargaining unit after 6.202 May 30, 1992, who does not make application for membership within thirty (30) days from the date of commencement of assigned duties after achieving permanent status shall become a member of the Association or pay to the Association a fee in an amount equal to the costs of representation, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however, that the unit member authorizes payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1. the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code § 45061 and in the same manner as set forth in 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.203 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Elk Grove Education Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

a. United Way

b. The American Cancer Society

c. The American Heart Association

Such payment shall be made on or before October 1 of each school year.

6.204 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially

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- 6.205 Any unit member making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.206 With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 6.207 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, and this shall be reciprocal on the District.
- 6.208 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 6.209 The Association agrees to indemnify, defend and hold the District harmless against any and all costs, claims or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with the provisions of this Article. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.
- 6.210 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.



15. Comparability Study.

The Parties agree to participate in a comparability study.

16. California COVID-19 Supplemental Paid Sick Leave (SB 95 and California Labor Code Section 248.2)

Effective October 1, 2021, if the California COVID-19 Supplemental Paid Sick Leave law is not extended by law or order and is also not replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law by October 1, 2021, then for the remainder of the 2021-2022 school year, the District agrees to continue to provide the equivalent of the California COVID-19 Supplemental Paid Sick Leave to unit members. This section shall expire unless otherwise agreed upon by the parties on June 30, 2022.

If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order, or is replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law, then the Parties agree to meet and negotiate the effects of this new leave.

Unit members are entitled to a maximum of ten days of this Supplemental Paid Sick Leave per the 2021-2022 school year. If this Supplemental Paid Sick leave is extended by the District under the terms of this section, then beginning on October 1, 2021, employees, who are not directed by the District to quarantine, will be required to provide medical verification, or proof of vaccine for reasons related to side-effects, or proof of COVID-19 test result in order to be eligible for this Supplemental Paid Sick Leave. If a situation does not fall within any of the above referenced means of verification, the unit member may appeal to the Chief Human Resources Officer for review.

When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19 related workers' compensation and Cal-OSHA laws shall also apply.

In the event that a unit member has questions related to available leaves or has concerns about the exhaustion of available leaves, the unit member may contact the Human Resources Department for guidance.

17. Transfers

The Parties agree to the attached revisions to Article 11 regarding transfers including the Section 11.6 Pilot Agreement (See Attachment A).

18. Article 19 Compensation

- a. The Parties agree to eliminate section 19.611 (d.) of the Parties' collective bargaining agreement in order to remove the G/H requirement for G/H step hours.
- b. The Parties agree to eliminate section 19.605 of the parties' collective bargaining agreement regarding 12 semester units.



19.605 No more than twelve (12) semester units during one school year may be taken without written approval of the site level administrator.

19.611 (d.) Only staff on Steps G or H may accumulate H Step hours.

19. Contract Language for instructional coaches/CRT/PE

EGEA and EGUSD agree to meet and create contract language for instructional coaches/CRT/Elementary PE positions.

20. Update EGBERT Eligibility

EGBERT Updates to Article 21.

The Parties agree that EGEA has previously negotiated with the District regarding EGBERT and that the following includes previously agreed upon EGBERT terms and is meant to update the collective bargaining agreement and makes no changes to EGEA unit members' eligibility for and participation in EGBERT.

Notations regarding additions and deletions to Article 21 shall be specified below. If there is no strike through for a deletion and no underline for an addition below, the existing contract language shall remain unchanged.

A. The Parties agree to revise Article 21 regarding EGBERT as follows.

- 1. The Parties agree to delete the following provisions from the collective bargaining agreement including Sections 21.204, 21.601, 21.602, 21.804 and 21.805.
- 21.204 Unit members hired after June 30, 2006 (including STRS certificated disability recipients) are eligible for retirement health and hospitalization plans under this section provided they have at least fifteen years (15) of service with Elk Grove Unified School District (at not less than 20 hours per week). Those unit members hired prior to July 1, 2006 must have at least 120 or more months of service to qualify for retirement benefits. Retirees/recipients must be actively drawing retirement or disability benefits from the State Teachers' Retirement System. Such retirees/ recipients shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.

21.6 Welfare Benefit Fund Reopener

21.601 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this agreement desires to have the district become a participant employer in such fund or trust, either party shall have the right to reopen this agreement for the specific purpose of negotiating concerning the district's participation in such fund or trust.

21.602 Such right to reopen the agreement shall be in addition to any other right to reopen which is set forth elsewhere in this agreement.

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21.8 Programs and Coverage

21.804 The District and EGEA agree to join the other bargaining units in the creation of the Elk Grove Benefits Employee Retirement Trust (EGBERT). The intent of all the bargaining units is to preserve health care benefits at retirement. The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000, will continue the payments for existing retirees as set out in current agreements, and will make the agreed upon contribution to the trust (\$80.00 twelfthly for each benefit qualified unit member).

21.805 It is intended that the EGBERT board will be made up of one representative from AFSCME, one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions 79 with the District. [The retirement health benefits trust component of the proposal is contingent upon the District reaching agreements with the other four bargaining units with identical terms.]

2. The Parties agree to add the following new Section 22.13 to Article 22:

Section 22.13 EGBERT Trust

- a. The Elk Grove Employee Retirement Trust (EGBERT) was established as a self-managed non-profit Voluntary Employee Beneficiary Association Trust, formed in 1996 under section 501(c)(9) of the Internal Revenue Code. EGBERT is separate legal entity from the District. EGBERT was established with the goal of providing post-retirement health insurance benefits to qualifying retirees of the Elk Grove Unified School District.
- b. As a separate legal entity, EGBERT is governed by a Board of Directors independent from the District Board. EGEA has been a party to the EGBERT Trust since its inception in 1996. EGEA has an EGBERT Trustee and one Alternate Trustee on the EGBERT Board with fiduciary responsibilities to EGBERT. The EGBERT Board has exclusive authority to manage EGBERT operations and administer the Trust.
- c. EGBERT's governing documents include the Trust Agreement, the Summary Plan Description, and the Retiree Participation Agreement.
- d. EGEA unit members participate in the EGBERT Trust consistent with all EGBERT eligibility requirements and all of the terms and conditions established by the EGBERT Trust.
- e. The level of benefits to be provided by EGBERT will at all times be dependent on the assets currently in the trust fund, the contributions committed to be paid into the trust



fund, and on the current and projected cost of providing benefits. Detailed information regarding the EGBERT benefits currently being provided to participants, additional eligibility and participation requirements as described by bargaining unit, as well as governance, and administration of the Trust can be found at www.egbertbenefits.com.

f. EGBERT Eligibility.

The following number of years of benefit eligible service is required for unit members to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT).

1. Tier 1

Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans provided they have **completed benefit eligible** service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.

2. Tier 2

Unit members employed on or after July 1, 2006 and prior to October 1, 2014 (including disability recipients) are eligible for retiree health and hospitalization plans provided they have **completed benefit eligible** service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.

3. Tier 3

Unit members employed on or after January 1, 2015, (including disability recipients) are eligible for retiree health and hospitalization plans provided they have completed benefit eligible service of at least 240 months or 20 school calendar years with Elk Grove Unified School District prior to retirement.

Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS, Such retirees/recipients shall have met the eligibility

DR SS requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.

4. Qualified unit members under Tier 3 must also attain the age of 62 to receive 100% of the maximum EGBERT benefit level provided by their unit's CBA. This age requirement does not apply to STRS/PERS disability recipients.

Qualified Tier 3 members between the ages of 50 and 62 when they retire from the Elk Grove Unified School District will receive 50% of the maximum EGBERT benefit level provided by their unit's CBA until they reach age 62. The benefit level will increase to 100% of the maximum EGBERT benefit level provided by their unit's CBA on the first of the month in which the member reaches age 62. All qualified STRS/PERS disability recipients will receive 100% of the maximum EGBERT benefit level provided by their unit's CBA immediately upon retirement, regardless of their age.

21. Duration.

The Parties agree to revise Article 28 as follows:

The Parties agree to extend the collective bargaining agreement between the Parties from July 1, 2020 to June 30, 2022. The Parties agree for the 2022-2023 school year to reopen compensation and benefits. In addition for the 2022-2023 school year, each party may reopen two articles of the Parties' collective bargaining agreement.

Except as provided in this Tentative Agreement, all other terms and conditions of the Parties' collective bargaining agreement shall remain in full force and effect.

For EGEA:	For EGUSD:
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Date 8/31/21

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