

**Memorandum of Understanding for
Health and Safety
Between Stockton Unified School District
and
Stockton Unified Supervisory Unit (SUSU)**

1. Compensation and Support

- a. A one-time, off-salary-schedule increase of 4% (based on the salary schedule at the moment of ratification) shall be paid to all members, understood by the Parties as compensation for labors unique to the 2021-2022 school year:
 - i. The periodic time and effort of employees achieving and maintaining full vaccination;
 - ii. The weekly time and effort of employees completing weekly testing;

The Parties mutually recognize this remuneration is intended to compensate for all employee health and safety labor concerns related to COVID known as of ratification.

- b. The District will continue to provide internal COVID testing opportunities. SUSU will additionally provide an opportunity for employees to be vaccinated through HR Supports available at Chavez, Edison, Stagg and Franklin High Schools between the hours of 8 am - 5 pm.

Employee-pursued exemptions regarding health protocols are to be pursued as accommodations through Risk Management.

2. Health and Safety Leaves

- a. Any state resumption or continuance of C19SPSL shall be implemented preceding this section.
- b. Any COVID related employee leaves taken prior to March 29, 2021 using non C19SPSL provisions are reimbursable to the employee by written request based on the above mentioned provisions. (www.dir.ca.gov/dlse/DistrictOffices.htm)
- c. **According to the requirements of the 2021 SPSL law:**
Employees taking 2021 SPSL as of September 30, 2021 may continue to take the leave they are currently on even if the entitlement extends past September 30, 2021. For example, an employee who exhibited symptoms and was recommended to isolate on September 28, 2021 may continue to utilize the 2021 SPSL they would be entitled to even if that isolation is required to extend into October 2021, and be paid for the time according to the requirements of the 2021 SPSL law.

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- d. Under specific conditions identified in this subsection, SUSD will provide fully paid leave for up to six days for employees who are required by the District or their private physician to not come in to work for reasons related to COVID mitigation processes.

To qualify for District-sponsored COVID-related leave, at least one of the following conditions must also be fulfilled (to avoid pay docking, or sick leave or another form of leave having to be utilized):

- Qualtrics directs employee to stay home
- Risk Management directs employee to stay home
- Physician directs employee to stay home

Whenever it is determined that such an employee contracted COVID due to a verified OSHA workplace exposure the employee will be provided with fully paid leave until they are cleared to return to work, including utilization Workers Compensation. Whenever this would result in the employee receiving less than their normal full compensation, the District shall supplement Workers Compensation such that the employee receives their normal full pay rather than any decrease in pay.

3. Progressive Discipline for Non-Evidence of Testing or Vaccination

- a. The weekly turnover for evidence submission is the end of business Friday. Anything submitted after is considered a submission for the following week.
- b. **Infraction Weeks:** Whenever a whole week is “missed” (employee has submitted no evidence of full vaccination nor testing the whole week), the employee will receive the next step of progressive discipline per the sequence below. In every step, the employee will be automatically notified every workday:
 - i. that they missed a required testing week;
 - ii. that they are explicitly directed to do one of the following the current week:
 1. provide proof of full vaccination (two weeks after final dose), or
 2. get tested at a District testing site, or
 3. get tested at their own medical provider and provide evidence of testing results, expressly including the option of a saliva PCR test (AKA “the spit test”) through their medical provider as long as it meets CDPH guidelines as a laboratory PCR test / NAATs.
 - iii. that the next step of progressive discipline will become necessary if the employee additionally misses the current week as of the close of business Friday.

1st week missed	Employee receives reminders
2nd week missed	Employee receives letter of concern
3rd week missed	Employee receives letter of reprimand
4th week missed	Employee will be placed on unpaid leave

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An employee placed on unpaid leave per this provision who subsequently provides the required evidence of testing will be returned to work accordingly.

Progressive discipline steps will begin upon approval of this MOU by SUSU and SUSD.


Weekly COVID test results will be electronically sent from Spectrum to the Information Services Database Administrator, and then a report with COVID test results will be generated and sent to our Risk Manager. The Risk Manager will forward any employee names with positive results to a senior insurance technician in risk management so that can make contact with the employee. Spectrum will also provide a report to Human Resources showing evidence of weekly testing, but no test results will be included in the report. Human Resources will monitor compliance and make contact with employees who are out of compliance with the weekly testing requirements.


This Agreement is not intended to set a precedent for any purpose in the future and shall not be construed as an admission of wrongdoing by the undersigned parties.

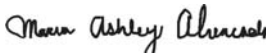
The undersigned represents that the Parties have read and understand the terms and conditions of this document.

Entered on December 9, 2021 at Stockton, California.


For Stockton Unified Supervisory Unit (SUSU)


 12 / 10 / 2021
Chris Benson, Chapter President

 12 / 10 / 2021
Donna Taves, VP

 12 / 16 / 2021
Ashley Alvarado, VP Teamsters Local 856

For Stockton Unified School District:

 12 / 10 / 2021
John Ramirez Jr., Superintendent

 12 / 10 / 2021
Nancy Lane, Assistant Supt. Human Resources