

**MEMORANDUM OF UNDERSTANDING BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT AND
THE UNITED STOCKTON ADMINISTRATORS (USA)**

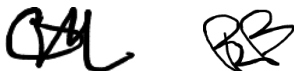
October 2, 2020

This Stockton Unified School District (“District”) and the United Stockton Administrators (“USA”) agree to the terms set forth in this memorandum of understanding concerning the District’s response to the ongoing coronavirus (COVID-19) pandemic.

The District and USA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its Administrators, teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed and 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 impacted by the pandemic.

To these ends, the District and USA agree as follows:

- 1) The District will ensure that facilities and worksites for USA members are clean and safe.
- 2) The District will ensure that all employees are trained in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and will ensure that its facilities have the necessary supplies for preventative sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). USA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 3) The District will inform USA President or designee within 24 to 48 hours should it learn of a confirmed or likely coronavirus infection of District employees or students and identify the campus or worksite said infection was found understanding that this information be provided following HIPPA rules. The District will ensure the administrators assigned to the campus or worksite at issue are fully informed of all interventions and changes to be implemented by the District in order to continue operations.
- 4) In the event a USA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, subject to CDC and SJDPH guidelines and verification by Risk Management, the employee will be eligible to access the Families First Coronavirus ACT - FFCRA (HR6201) paid sick leave based on documented medical need. Likewise, employees belonging to populations deemed by the State under current and SJDPH CDC guidelines as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine by accessing FFCRA paid leave under the expanded family





medical leave and engage in an interactive dialogue with Risk Management with the goal of reaching reasonable accommodation based on documented medical needs. Similarly, those employees with medical proof of susceptibility to the virus, or those employees who have medically vulnerable individuals in their household under current CDC and SJDPH guidelines, shall be allowed to self-quarantine and access FFCRA paid leave. Employees in collaboration with Risk Management can seek access to additional state and federal leaves available to the employee, as well as leaves set forth in the Collective Bargaining Agreement (CBA) between USA and the District and / or seek accommodations in order for the employee to remain in paid status. Vulnerability to the virus shall be determined by the employee's physician in accordance with SJDPH and CDC guidelines and may be subject to verification by Risk Management.

- a. In lieu of sheltering in place, a vulnerable employee may, at the discretion of his/her physician, be returned to work. In this event the District shall reassign duties, when possible and appropriate, that lends to these staff being able to work remotely, or in some other way that meets their need for accommodations.
 - b. In the event the District sends an employee/s home due to a confirmed workplace exposure to COVID-19, the employee/s will remain on paid status with no impact on the employee's accrued leaves until such time as the District deems it necessary and is safe for the employee/s to return to work or reassigns them to a safe location to work.
- 5) The District shall make reasonable efforts to accommodate requests for paid expanded family leave for employees who have been employed for at least 30 calendar days with verifiable dependent childcare needs in alignment with FFCRA. Employees may also have other available leaves by state and federal laws, including Labor Code section 230.8, and leave rights set forth in the CBA.
- a. The District will also provide employees the option and information about the Family Resource and Referral Center of San Joaquin program, which has committed to offer childcare services to essential employees and will give them priority.
 - b. The District will be offering a Day Camp program for employees needing childcare services, which can also be offered as an option.
 - c. The employee can also engage in the interactive process with Risk Management/Site Administrator to seek accommodations that can allow the employee to perform 100% of their work duties remotely.
- 6) The Parties acknowledge that the FFCRA expires on December 31, 2020 and that existing policies and procedures based solely on the FFCRA are subject to change.
- 7) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, USA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the

District will continue to pay bargaining unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

- 8) The District shall comply with requirements of California Executive Department Executive Order N-26-20. USA will support efforts to maintain funding pursuant to Education Codes Sections 41422 and 46392 in the event of a closure of any District facilities due to the pandemic.
- 9) In the event the District seeks to add additional instructional days to the 2020-2021 school year or the 2021-2022 school year, the District will seek to staff such additional instructional days first by offering the work to unit members by order of seniority. Such work shall be compensated at no less than the employee's normal salary level during the regular school year. Before requiring any employee to provide additional service on an involuntary basis, the District shall negotiate with USA.
- 10) Principals shall be allowed to rotate on-site schedules with Assistant Principals during distanced learning to limit exposure to COVID-19 while ensuring one administrator is always on site.
- 11) Should the District return to live in person instruction at District facilities while COVID-19 protocols remain in effect, the District agrees to meet and confer with USA over changes in working conditions for USA members.
- 12) The District and USA will meet on or about October 23, 2020 to develop a temporary Evaluation Tool to be used for both Principals and Assistant Principals for the 2020-2021 school year.
- 13) The District and USA will meet on or about January, 2021 to begin developing the new USA Evaluation Tool for both Principals and Assistant Principals and establishing the timeline for implementation of new USA Evaluation Tool.
- 14) A USA bargaining-unit member may be unable to follow the provisions of the "Distance Learning memorandum of understanding" with the Stockton Teacher Association and addendums (e.g., teacher evaluation and special education assessments) due to a lack of cooperation from a STA bargaining unit member. This concern also extends to all other bargaining units for which Administrators have direct contact. If such a lack of compliance occurs, the District agrees to assess each such circumstance on a case by case basis taking into consideration all affirmative efforts by the USA bargaining-unit member to achieve compliance with the STA MOU and/or MOUs applicable to other bargaining units.

GAH BR

GH TKT

- 15) All components of the current CBA between USA and District not addressed by the terms of this MOU shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 pandemic, sets no precedents, and shall only be extended or modified by mutual written agreement. The District and/or USA reserve the right to negotiate any additional impacts related to COVID-19.
- 16) This MOU shall remain in effect from July 1, 2020, through June 30, 2021, unless it is extended or modified by mutual written agreement by the Parties. Should changes in law or directives from authorities applicable to SUSD affect the terms of this MOU, the Parties agree to meet and negotiate the effects.

District Signatures

Date

USA Signatures

Date

 10 / 08 / 2020

Brian Biedermann 10 / 08 / 2020

Gina R. Hall 10 / 07 / 2020

Timothy K Talbot 10 / 07 / 2020
