

**Memorandum of Understanding for
Health and Safety
Between Stockton Unified School District
And
United Stockton Administrators**

1. Compensation and Support

- a. All USA unit members shall receive a one-time, off-salary-schedule lump sum payment equal to 4% of their current individual base salaries. For the purposes of this MOU, base salary includes base, longevity and educational stipends. The Parties intend this payment to compensate USA unit members for all known workplace health and safety concerns related to COVID-19 as of the effective date of this MOU and-for activities unique to the 2021-2022 school year, including:
 - i. The time and effort of employees achieving and maintaining full vaccination status;
 - ii. The time and effort of employees completing weekly testing;

All USA unit members must be in compliance with all COVID-19 testing requirements as of December 15, 2021 in order to receive the above lump sum payment.

- b. The District will continue to provide internal COVID-19 testing opportunities. SUSD 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. Should the state of California resume C19SPSL or adopt a similar COVID-19 leave program, the provisions of such state program shall be implemented before implementing the provisions of this section.
- b. Any COVID-19 related employee leaves taken prior to March 29, 2021 using non C19SPLC provisions are reimbursable to the employee by written request based on the above mentioned provisions. (www.dir.ca.gov/dlse/DistrictOffices.htm)

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c. **According to the requirements of the 2021 SPSL law:**

Employees taking 2021 C19SPSL 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 C19SPSL 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 C19SPSL law.

- 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-19 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.

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- 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, voluntarily resign or retire

An employee choosing to voluntarily resign or retire will receive full District coverage for their current medical plan for one additional month following their last monthly salary compensation.

An employee on either form of unpaid leave per this provision who then provides the required evidence will return to work accordingly.

This MOU 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 November 9, 2021 at Stockton, California.

For United Stockton Administrators:

For Stockton Unified School District:

Gina R. Hall 11 / 09 / 2021

 Gina Hall, President

[Signature] 11 / 10 / 2021

 John Ramirez Jr., Superintendent

Timothy K Talbot 11 / 09 / 2021

 Tim Talbot

Nancy Lane 11 / 09 / 2021

 Nancy Lane, Interim Asst. Supt. H.R.