

MEMORANDUM OF UNDERSTANDING/SIDE LETTER

BETWEEN

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

AND

PASO ROBLES PUBLIC EDUCATORS

2020-2021 COVID 19 Leaves

January 13, 2021

The Paso Robles Joint Unified School District (“District”) and Paso Robles Public Educators (“Association”) enter into this Memorandum of Understanding (“MOU”) in response to struggling students MOU, distance learning MOU, hybrid MOU, and the movement of Tier status related to COVID 19 in San Luis Obispo County. This MOU is dated January 13, 2021, for reference purposes. This MOU is in addition to the Previous negotiated items which include: Distance Learning MOU (April 15, 2020, May 15, 2020, and July 21, 2020), Hybrid MOU (October 16, 2020), Special Education MOU, Struggling Students MOU (November 4, 2020), Side Letter (December 2020), and Secondary Cohort MOU (January 8, 2021)

In reference to the Leaves: (In red below from our Hybrid MOU dated October 16, 2020)

LEAVES

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

For unit member self-care:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave.

For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an

individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave.

Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall use accumulated sick leave and other available paid leaves.

PRJUSD will allow teachers to work from home during quarantine periods that are ordered by the health department.

COVID Employee Leave Benefits through PRJUSD

The Family First Coronavirus Response Act (FFCRA) Emergency Leave benefits granted by Congress last Spring expired on December 31, 2020. In order to respond to the ongoing pandemic and related employee illnesses, the District will continue to provide Emergency Paid sick leave benefit (full pay) for up to two weeks ***if you are unable to work for the following reasons:***

- You are having symptoms of COVID-19.
- You are awaiting test results for COVID-19.
- You have been identified as close contact of a person who has tested positive for COVID-19.
- You have tested positive for COVID-19.

This continued benefit is **not an additional two weeks**; if you have already used the Emergency Paid Sick Leave benefit for yourself or to care for others, you will need to access your own leave accruals.

If you are unable to work and need to access leave benefits, please contact the HR Department for assistance. This will be retroactively applied to employees January 1, 2021 on.

Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

Term. The Parties agree that this MOU shall expire on the earlier to occur of: return to hybrid in person instruction or June 30, 2021, unless extended or modified by mutual written agreement.

Final agreement 6:01 pm 1/13/2021

Justin Pickard, PRPE President

Curt Dubost, Superintendent

James Lynett, PRPE Exclusive Representative

Jen Gaviola, Deputy Superintendent