

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LA MESA-SPRING VALLEY SCHOOLS (“DISTRICT”)
AND
LA MESA-SPRING VALLEY TEACHERS ASSOCIATION (“ASSOCIATION”)
REGARDING NEGOTIABLE IMPACTS OF COVID-19 ON REOPENING SCHOOLS
IN THE 2020-2021 SCHOOL YEAR
ADDENDUM TO AUGUST 20, 2020 MOU
March 15, 2021**

The District and the Association enter into this Memorandum of Understanding (“MOU”) regarding the negotiable impacts related to the coronavirus on the opening of schools during the 2020-2021 school year, and the ongoing transition and return to in-person instruction. The provisions of the August 20, 2020 MOU remain in effect, as applicable. This is an addendum to that MOU.

The parties agree as follows:

1. Beginning April 19, 2021, all unit members shall physically report to work each day (excluding Mondays), unless the unit member is on a pre-approved leave of absence or an alternative assignment. This arrangement will only be in effect for the remainder of the current school year (excluding ESY/Summer Academy). When legitimate performance or technology concerns warrant, the district may require in-person attendance on campus by the employee on each day of the week, including Mondays.
2. In circumstances where there are multiple adults in the same room providing distance learning over Zoom, spaces or alternative work locations shall be provided to unit members to allow for mask-free virtual teaching, free of audio interruptions, as practicable.
3. To the extent available, the District will attempt to provide substitutes for Special Education providers, up to a maximum of two days, to conduct IEPs between April 19, 2021, and June 18, 2021.
4. Beginning April 19, 2021, Monday site schedules will include, but not be limited to at least: 180 minutes of virtual instruction for students; 60 minutes of preparation time; 30 minutes for duty-free lunch; and an early dismissal day as described in Article 21 of the current collective bargaining agreement.
5. During the weeks of April 5 and April 12, LMSV unit members will be permitted to use time after duty-free lunch (up to eight hours per week for a total of 16 hours) to prepare classrooms and otherwise prepare for students’ in-person return on April 19. If school sites are administering SBAC testing during that time, their schedules may

be modified, but the equivalent amount of teacher preparation time will be preserved.

6. The District and Association recognize that the coronavirus specific leave provided the Families First Coronavirus Response Act (“FFCRA”) has not been renewed by Congress, and that those legal provisions expired on December 31, 2020; yet the coronavirus pandemic continues. The parties recognize the importance of preventing the spread of coronavirus within the workplace, and that it is essential that employees be able to self-isolate in cases of suspected exposure. The parties also recognize that employees may have heightened responsibilities as essential workers. Therefore, the parties agree as follows:

The term of the provisions above will extend from January 1, 2021, until: (1) the lifting of the statewide State of Emergency declared on March 4, 2020, in response to the coronavirus outbreak; (2) prior to the end of the pandemic, the effectuation of new law providing for greater paid coronavirus leave, either at the state or federal level; or (3) June 30, 2021, whichever comes first. Should such new law be enacted, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement.

The District will provide paid leave similar to that provided by the FFCRA as follows:

- a. 80 hours of paid leave for full-time employees (pro rata for part-time) at the employee’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

The leave described in this paragraph 6.a. is part of, and not in addition to, the leave described in paragraph 6.b. below.

- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (up to \$200 per day and \$2,000 total) if:
 - The employee is caring for an individual subject to an order or advised to self-isolate;
 - The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not yet been specified).

The leave described in this paragraph 6.b. is part of, and not in addition to, the leave described in paragraph 6.a. above.

Any employee who reports to work, but is sent home due to coronavirus screening shall receive one hour reporting pay for that day, prior to any leave being drawn from that employee's leave banks.

Unit members who exhausted their 80 hours of leave under the FFCRA prior to December 31, 2020, are entitled to no additional leave pursuant to this MOU. Unit members who accessed part of their 80 hours of leave under the FFCRA prior to December 31, 2020, are entitled to the remaining portion of that 80 hours of leave through termination of this MOU. Unit members who accessed none of their 80 hours of leave under the FFCRA are entitled to the full 80 hours of leave through termination of this MOU.

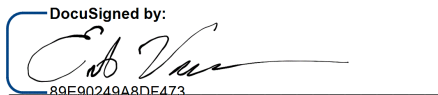
This addendum to the MOU shall expire on June 30, 2021, but may be extended by mutual written agreement.

The provisions of this Agreement shall not be precedent-setting for any purpose, nor shall they be considered a past practice or evidence of a past practice for any future purpose. The collective bargaining agreement will remain in effect on any language not addressed in this addendum.

The undersigned represent that they are authorized to execute this Agreement.

Date: March 16, 2021

For the District:

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Ernesto D. Villanueva, Ed. D.
Assistant Superintendent of Human Resources
LMSV

For the Association:

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Emily Scheitlin
Bargaining Chair
LMSVTA