

MEMORANDUM OF UNDERSTANDING

By and between
LTUSD and STEA
August 23, 2021

This Memorandum of Understanding between the Lake Tahoe Unified School District ("District") and the South Tahoe Education Association ("STEA") (jointly, "Parties") is entered in anticipation of the 2021 – 2022 school year and the possible impacts of Covid-19. Unless otherwise outlined, all other provisions of the Collective Bargaining Agreement ("CBA") continue to remain in effect.

The Parties acknowledge that while conditions of the Covid-19 pandemic appear to be improving, this situation continues to be fluid and that, as conditions change, the Parties will continue to communicate, meet and confer, and negotiate any effects within the scope of representation.

1. **Safety, Health, and Hygiene** – The Parties shall adhere to the requirements of the Centers for Disease Control and Prevention (CDC) California Department of Public Health (CDPH), and the El Dorado County Public Health (EDCPH) for mitigating the risks of Covid-19 in K-12 schools. These requirements may include, but are not necessarily limited to, wearing of face coverings/masks; social distancing; and contact tracing. Affected staff will receive reasonable notification of relevant changes to the requirements.
2. **Accommodations** – The District shall continue to comply with the Americans with Disabilities Act, the Fair Employment and Housing Act, other statutes relevant to accommodations, and Article V, Section 13 of the CBA.
 - a. Unit members who are in need of accommodation and meet the definition of a qualified individual, then the District shall provide reasonable accommodations to the extent that accommodations are not an undue hardship. Reasonable accommodations may include but are not necessarily limited to reassignment to other work settings and/or the use of leave, as appropriate.
3. **Absences & Leaves** – Absences and leaves related to Covid-19 shall continue to be processed in accordance with Article XIII of the CBA with the following exceptions:
 - a. If a unit member is unavailable or unable to perform assigned work for qualifying reasons related to Covid-19, unit members shall be entitled to all leaves related to Covid-19 that are provided under the law and the CBA. This specifically includes the provision of 10 days of supplemental, paid sick leave for reasons related to Covid-19 from January 1, 2021 through September 30, 2021, as required by Senate Bill 95.
 - b. If Senate Bill 95 (SB95) has expired or has not been replaced or extended, unit members who are required to quarantine as described herein and are unable to perform the unit member's position duties shall be provided up to ten (10) work days of paid administrative leave.

The Parties enter into this agreement in accordance with the Memorandum of Understanding for the 2021 – 2022 school year. This agreement establishes how the Parties will fulfill the requirements of the California Department of Public Health's order issued on August 11, 2021 for

"Vaccine Verification For Workers in Schools" ("Order") (see attached). The Order must be fully implemented by October 15, 2021.

The Parties shall comply with the order as follows:

1. Vaccine Verification

By September 24, 2021, unit members shall provide proof of full Covid-19 vaccination status to the District so that the District may verify the status of all workers as required by the Order. A copy of each unit member's proof of vaccination will be kept confidential in the District's Human Resources office and is subject to protections for medical information under law.

- a. Unit members may utilize leaves as provided for in law and in the Collective Bargaining Agreement (CBA) in order to receive the vaccine.
- b. The following modes, pursuant to CDPH guidelines, may be accepted as proof of vaccination:
 1. Covid-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered.
 2. A photo of a Vaccination Record Card as a separate document.
 3. A photo of the client's Vaccination Record Card stored on a phone or electronic device.
 4. Documentation of Covid-19 vaccination from a health care provider.
- a. Unit members who provide proof of vaccination status (defined by the Order as someone for whom two weeks or more have passed after they have received their second dose of a two-dose vaccine [Pfizer or Moderna] or two weeks or more after they have received a single-dose vaccine [Johnson & Johnson]) shall be considered "fully vaccinated" and will not be required to provide test results, per the Order.
- b. Those unit members who are not fully vaccinated, for whom vaccine status is unknown, or who have not provided proof of their full vaccination status shall be considered "unvaccinated" until the unit member provides proof of vaccination as described.

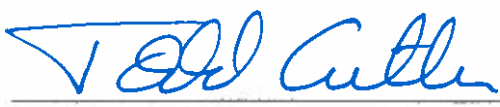
2. Unvaccinated Unit Members


Unvaccinated unit members shall provide evidence of a PCR/molecular or antigen test for Covid-19 to the District by Friday of each week for the following work week. The first Friday by which test results are to be submitted is Friday, October 8, 2021. Test results shall be submitted by the unit member by the Friday prior to return to work when an unvaccinated unit member is returning from an extended leave or following a school recess (ie. Thanksgiving, Winter, and Spring Breaks). Test results should be submitted to the Human Resources office.


- a. As required by the Order, the District shall track test results in the Human Resources office, conduct workplace tracing, and report positive cases to the county health department.
- b. The District will provide unit members and the Association with a list of community partners that provide Covid-19 tests included in the Order.

- c. Based on availability, the District will provide one of the two options for testing: (1) antigen testing twice a week (Mondays and Thursdays) or (2) PCR testing once a week.
- d. Unit members with positive test results will be eligible for up to 10 days of supplemental, paid sick leave through September 30, 2021, as required by SB 95 or 10 days of Administrative Leave if SB95 is not extended as noted in Section 3b. All other provisions related to absences and leaves found in Article XIII of the CBA remain in effect.
- e. Previous history of Covid-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for Covid-19, do not waive this requirement for testing, per the Order.
- f. Unvaccinated unit members who fail to provide test results as required by the Order will not be able to provide service. These unit members may request special leave unpaid in accordance with the CBA. All other provisions of the CBA and the Education Code remain in effect.

This agreement will expire at the end of the 2021 – 2022 school year.

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