



**MEMORANDUM OF UNDERSTANDING BETWEEN
ROCKLIN UNIFIED SCHOOL DISTRICT
AND ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION/CTA/NEA**

**Addendum: Senate Bill 114: 2022 COVID-19 Supplemental Paid Sick Leave:
Update to MOU signed October 19, 2022: Safe Reopening of Schools with Social
Distancing Educational Program Related to Coronavirus-19**

March 24, 2022

Leaves:

Per the signed MOU related to the *Safe Reopening of Schools with Social Distancing Educational Program Related to Coronavirus-19*, an agreement was made to provide RTPA members with leave related to the pandemic. The MOU stated as follows:

- Beginning on October 1, 2021, for the remainder of the 2021-2022 school year, all bargaining unit members shall have access to a District provided pool of 1,274 sick leave days to be used for a case of a documented COVID-19 health-related absence and/or required quarantine due to COVID-19 symptoms and/or a work/childcare related COVID-19 exposure/positive test. If an absence is not COVID-19 health-related, the appropriate accrued leave will be deducted. If the pool becomes depleted below 25% (320 days), the District and RTPA will agree to return to bargaining and negotiate the possibility of adding additional days. In order for symptomatic employees to access the pool, they must make every effort to get tested as early as possible.

Once the District's drive through testing is available, all employees must be tested no later than the next available drive-up testing day.

Additionally, employees may access the COVID pool of days if, of no fault of their own, there is an extended amount of time awaiting testing results for surveillance tests.

On February 15, 2022, the established pool of 1,274 days was depleted. Due to circumstances related to pandemic and a new variant having a significant impact on employee health and well-being, the District elected to continue to allow employee access to leave days under this MOU. In addition, the District was anticipating updated guidance/legislations on COVID-related leaves.

On February 19, 2022, California codified Senate Bill (SB) 114 into the Labor Code to provide additional Supplemental Paid Sick Leave (SPSL). This new SPSL provision provides two 40 hour "banks" of leave to be used from January 1, 2022 until September 30, 2022.

- Bank one provides 40 hours of leave for: Vaccine related appointments for themselves for family member, caring for oneself related to quarantine due to COVID 19 symptoms, or caring for a family member who is subject to quarantine due to COVID 19 symptoms or whose school or place of care is closed due to COVID 19.
- Bank two provides 40 hours of leave for: The employee testing positive or the covered employee caring for a family member who tests positive.

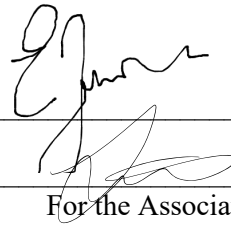
Parties agree that the original district bank will remain open until March 28, 2022. On March 29, 2022, employees who are affected by COVID-19 falling within the “banks” listed above will utilize the days provided by the 2022 Covid-19 Supplemental Paid Sick Leave. The District agrees to not retroactively go back to January 1, 2022, for employees who have used COVID days per SB 114. As stated above, March 29, 2022 will commence the implementation of SB 114.

Employees who have exhausted the leave under SB 114 and have potentially contracted COVID-19 in the workplace may file a Workers Compensation Claim. If the claim is accepted it would provide an additional sixty days of industrial paid leave. Remaining employees who exhaust the available SPSL banks from March 29, 2022, through September 30, 2022, for COVID 19 related issues listed above, will be required to utilize their available sick leave.

This MOU addendum is a temporary agreement to address the extraordinary circumstances created by the pandemic and the passage of SB 114. This agreement is subject to the parties grievance process and does not create precedence, binding past practice nor establish the status quo for future bargaining. This shall remain in effect until September 30, 2022. Both parties may mutually agree to extend or modify the provision of this MOU addendum in writing.

For the District

Date



For the Association

March 29, 2022

Date

