

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AND THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

The Santa Maria Joint Union High School District ("District") and the Santa Maria Joint Union High School District Faculty Association ("FA") (collectively "the Parties") recognize that the COVID-19 Pandemic has created unique circumstances surrounding the provision of education. This pandemic has exacerbated the already limited substitute pool, and the Parties agree that additional use of existing teacher volunteers to substitute during their preparation periods will help address this issue.

The Parties' existing Collective Bargaining Agreement ("CBA") Article 6.2 currently allows unit members to substitute for each other in accordance with the following relevant criteria: (1) may only "in-lieu" during one designated prep period; (2) five periods equals one (1) day of "in-lieu" time; and (3) a maximum of seven (7) days of "in-lieu" time may be earned or used in a year and may be carried over from one year to the next, not to exceed a total of fifteen (15) days at any one time.

While the Parties generally do not intend to change the parameters of the in-lieu Article, for the 2021-22 school year, they wish to add more flexibility in the use of in-lieu teachers and to allow unit members to be directly compensated for substituting rather than utilizing in-lieu only for time off which may exacerbate the need for substitutes. Therefore, the parties agree to the following:

1. Unit members who substitute for other unit members pursuant to Article 6.2, may either continue to accrue in-lieu time up to the maximum identified in that Article or may elect to be compensated for that time at a rate of \$55/period, less all legally required deductions.
2. Unit members who have more than fifteen (15) days as of September 17, 2021, may choose to maintain their balance.
3. All Unit Members will have the option of cashing out their current in-lieu balance at a rate of \$55/period through June 8, 2022.
4. Unit Members who reach the maximum of fifteen (15) days between September 20, 2021, through June 8, 2022, shall be paid at the rate of \$55/period for the additional days.
5. Unit members under the cap of fifteen (15) days who elect payment and unit members who have exceeded the maximum of fifteen (15) days shall be paid per the following schedule:
 - In-lieu time worked from September 20, 2021, through November 30, 2021, shall be paid on December 30, 2021.
 - In-lieu time worked from December 1, 2021, through June 8, 2022, shall be paid on June 30, 2022.
6. Notwithstanding Article 6.2.2 for the 2021-22 school year, an eligible unit member may in-lieu during both his/her designated preparation periods where the unit member volunteers to take on such assignments.
7. This MOU is not precedent-setting and shall not constitute a binding practice between the parties.
8. By signing below, the Parties warrant that they are authorized to execute this MOU on behalf of their principals.

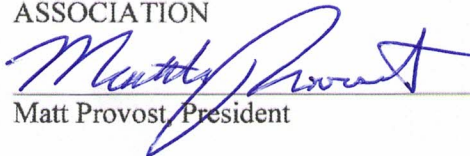
Dated this 17th day of September, 2021.

SANTA MARIA JOINT UNION HIGH SCHOOL
DISTRICT



Kevin Platt, Assistant Superintendent
Human Resources

SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT FACULTY
ASSOCIATION



Matt Provost, President