

**2020-2021
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BERRYESSA UNION SCHOOL DISTRICT
AND
TEAMSTERS LOCAL NO. 150
REGARDING ADDITIONAL DISTRICT COVID-RELATED SICK LEAVE**

1. It is the intent of the parties under this Memorandum of Understanding (“MOU”) to extend the availability of the eighty (80) hours (or pro-rated equivalent for part-time unit members) of COVID-related sick leave provided by the Families First Coronavirus Response Act (FFCRA) beyond the December 31, 2020 expiration of the FFCRA (“Post-FFCRA Sick Leave”). If, on or after January 1, 2021, a unit member meets at least one of the criteria for eligibility under the FFCRA (except for the reason described in section 4 below), and cannot work remotely as evidenced by medical documentation, or due to the nature of his/her duties under the applicable job classification, the District will during the term of this MOU provide the unit member with up to eighty (80) hours (or pro-rated equivalent for part-time unit members) of additional COVID-related sick leave days that are not deducted from the unit member’s sick leave accrued under the collective bargaining agreement. Post-FFCRA Sick Leave shall be provided under the terms of the FFCRA.
2. If, upon exhaustion of the Post-FFCRA Sick Leave sick days set forth in Paragraph 1, a unit member cannot work remotely as evidenced by medical documentation, or due to the nature of his/her duties under the applicable job classification, the Unit Member may access whatever other leaves are available in the Collective Bargaining Agreement, applicable law, and any prior COVID-related MOUs in effect between the parties.
3. If the FFCRA is extended and/or or similar successor federal or state legislation is enacted to provide additional COVID-related sick leave days other than the eighty (80) hours (or pro-rated equivalent for part-time unit members) that were provided for such use through December 31, 2020, the District’s allocation of Post-FFCRA Sick Leave shall be used concurrently with any new COVID-related sick leave and offset accordingly. For example, if an extended FFCRA or similar successor legislation provides 5 additional COVID-related sick leave days, each of the 5 additional COVID-related sick leave days, if used, shall also constitute use of one Post-FFCRA Sick Leave day.
4. The additional COVID-related sick leave days provided above shall not be available for use in connection with any COVID-related medical absence and/or quarantine occasioned by the unit member having engaged in non-essential travel contrary to state and county guidelines and orders.
5. This MOU is non-precedential and shall be effective up to and including June 30, 2021, after which date it shall expire automatically.

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For Berryessa Union School District:
Darrien Johnson 01/15/21
Darrien Johnson, M.Ed.
Assistant Superintendent of Human Resources

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For the Teamsters, Local No. 150
Alan Daurie 01/15/21
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Business Agent, Teamsters Local 150