

2020-2021
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS BERRYESSA
CHAPTER 364
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. Concurrent use of district provided Covid-related sick leave as it relates to any possible future Federal or State legislation. 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, to the extent permitted by law. 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, to the extent permitted by law. If the District credits the leave taken under this provision against leave taken under subsequent legislation, CSEA will not assist or support its members taking legal

action to challenge such crediting, and waives any right to bring such an action against the District to challenge such crediting in its own name.

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.

For Berryessa Union School District:

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