

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTRAL UNION ELEMENTARY SCHOOL DISTRICT  
AND  
CENTRAL UNION ELEMENTARY TEACHERS' ASSOCIATION**

**SUPPLEMENTAL COVID-19 PAID LEAVE**

The Central Union Elementary School District ("District") and the Central Union Elementary Teachers' Association ("CUETA") (collectively referred to as the "Parties") enter into this Memorandum of Understanding ("MOU") to reflect the agreements reached concerning the impacts and effects of the changes in California law under COVID-19 pandemic conditions. This MOU is dated January 9, 2022, for references purposes ("Effective Date").

On March 29, 2021, Senate Bill ("SB") 95 went into effect, extending California's COVID-19 supplemental paid sick leave. The requirement to provide COVID-19 supplemental paid sick leave under SB 95 was retroactive to January 1, 2021 and expired on September 30, 2021.


The Parties further recognize that the COVID-19 pandemic continues, which may require employees to utilize leaves for COVID-19 health related absences and/or required quarantines. The Parties further recognize that as a means of addressing student academic needs, beginning January 24, 2022, the District will utilize deployment and intervention strategies, which may increase the average number of student contacts per week for some employees. The Parties recognize the importance of preventing the spread of COVID-19 within the workplace, and that it is important that employees be able to self-isolate in cases of suspected exposure.

Therefore, the Parties agree to the following:

1. The Parties agree that recitals set forth above are true and correct.
2. Absent additional extension of SB 95 or other federal or state intervention that provides for similar leave for COVID-19 related reasons, the District will, beginning as of the Effective Date of this MOU through June 3, 2022, provide the following leave options to employees:
  - a. Subject to the limitations and conditions set forth below, employees who are personally required to quarantine by a health care provider/local health officer/pursuant to law or who have tested positive for COVID-19, requiring isolation or quarantine as a result of a close contact at the worksite as determined by contact tracing performed by the District and/or Kings County Public Health Department, will be provided ten (10) days total of COVID-19 Leave, pursuant to Education Code sections 44962 and 44964 ("COVID-19 Leave"). If an employee qualifies for COVID-19 Leave, this leave can be utilized prior to any existing leaves under the collective bargaining agreement between the Parties ("CBA") or pursuant to law.

- b. During COVID-19 Leave, employees shall receive their regular rate of pay and will not receive any salary deduction (i.e., the cost of a substitute), even if the employee has exhausted all available paid leave options prior to utilizing COVID-19 Leave.
  - c. COVID-19 Leave is for the employee's own quarantine and/or illness due to a close contact at the worksite or work-related exposure only. If an employee requires leave due to an exposure to COVID-19 outside of the workplace or to care for a family member due to COVID-19, the employee will use other available qualifying leaves, as applicable.
  - d. Eligible employees are only entitled to COVID-19 Leave during the time frame listed above. Following the exhaustion of COVID-19 Leave, employees will utilize any qualifying leave options, paid or unpaid, available pursuant to the CBA for any continued absence due to a COVID-19 related reason.
3. Except in cases where employees have been directed by the District to quarantine as required by law, employees will be required to provide notification to the Human Resources office when utilizing this leave option. This notification includes documentation from a health care provider recommending or requiring the employee to quarantine or evidence of positive test results for the specific employee. This information will be kept confidential and will only be used to substantiate the request for COVID-19 Leave.
4. COVID-19 Leave shall not accumulate or carry-over to succeeding school years if unused and shall not be compensable.
5. Upon prior authorization from the District, if the employee is able and remote work is available, as determined at the sole discretion of the District, employees may be presented with an option to perform work remotely during a qualifying absence. If remote work is authorized and the option to utilized, the employee will receive a pro-rated deduction from the employee's COVID-19 Leave entitlement, if applicable, representing a deduction of only the time in which the employee is unable to work during the leave period.
6. The term of this MOU shall expire on June 3, 2022, or upon additional extension of SB 95 or other federal or state intervention that provides for similar leave for COVID-19 related purposes, whichever comes first.
7. The Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of its members. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.
8. The Parties agree that this MOU is not precedent setting and does not constitute a past practice.

9. Nothing in this MOU shall prevent the District from following all requirements of law. If the District learns that compliance with this MOU puts funding that the District has received or additional funding the District could receive in jeopardy or conflicts with any requirements of law, then the District shall consult with CUETA regarding how best to ensure full state funding and legal compliance.

  
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Thomas Addington      Jan 1, 2022  
Central Union Elementary,      Date  
Superintendent

  
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Nicole Smyers      1-21-2022  
CUETA Lead Negotiator      Date