

**MEMORANDUM OF UNDERSTANDING BETWEEN
ADDRESSING POTENTIAL NEED FOR PAID LEAVE DAYS FOR
TEACHERS/STAFF WHO ARE IMPACTED BY THE COVID-19 PANDEMIC
FOR THE 2020-2021 SCHOOL YEAR**

JANUARY 22, 2021

1. The Families First Coronavirus Response Act provided employee paid leave rights through December 31, 2020. This MOU would provide an extension of similar benefits for unit members who, under the CDPH Cohort Guidance, are providing in-person, on campus instruction through the Instructional Pilot Program and/or in-person, on campus coaching/athletic activities. These unit members may need additional paid leave days beyond December 31st due to the ongoing pandemic. This MOU shall not apply to unit members who are providing in-person instruction at a school during any period in which the District has “reopened for in-person instruction” as defined by the CDPH “COVID-19 Reopening In-Person Instruction Framework” issued on January 14, 2021 (pages 5-6).
2. Under this MOU, a unit member qualifies for additional paid leave days if the member is unable to work (or unable to telework) due to a need for leave because the employee:
 - A. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - B. has been advised by a health care provider to self-quarantine related to COVID-19;
 - C. is experiencing COVID-19 symptoms that prevent work or telework and is seeking a confirming medical diagnosis ;
 - D. is hospitalized due to COVID-19;
 - E. is caring for an individual as defined in the now-expired FFCRA subject to an order described in (1) or self-quarantine as described in (2); or
 - F. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.
3. If a unit member meets the above criteria, they will be entitled to:
 - a. Ten paid leave days (up to 75 hours) at the unit member’s regular rate of pay where the member is unable to work or telework for the reasons stated in sections 2. A, B, C or D above prior to utilizing any available statutory or contractual leaves if needed.
 - b. Ten paid leave days (up to 75 hours) of paid leave at two-thirds the unit member’s regular rate of pay for the reasons stated in sections 2. E and F above prior to utilizing any available statutory or contractual leave if needed.
 - c. No more than 10 paid leave days (75 hours) shall be paid to any one unit member under this MOU.

4. Where the need to use the paid leave days in section 3 above is foreseeable, a unit member should provide notice of leave to the employer as is practicable. After the first workday of paid leave days provided in section 3 above, the District may require unit members to follow reasonable notice and medical verification procedures in order to continue receiving such paid leave days.
5. These paid leave days shall not be granted if the unit member has not followed the county/state guidelines prohibiting certain high-risk behaviors, including but not limited to non-essential travel.
6. If the FFCRA is renewed or succeeding similar legislation is enacted during the term of this MOU to provide paid leave days to take leaves for the purposes described in this MOU, the paid leave days provided in this MOU shall be subsumed within the number of paid leave days provided in such legislation.
7. If the District has “reopened for in-person instruction” as defined by the CDPH “COVID-19 Reopening In-Person Instruction Framework” issued on January 14, 2021 (pages 5-6), then the District and DTA shall reconvene to negotiate a possible extension of this MOU for teachers providing in-person instruction.
8. This MOU is non-precedent setting and shall expire automatically on June 30, 2021.

Dated: 1/26/21

For the District: *Carrie Bosco*

Dated: 1/22/21

For DTA: *Marcy Cooper*
