

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ACALANES UNION HIGH SCHOOL DISTRICT
AND
THE ACALANES EDUCATION ASSOCIATION
REGARDING SPECIAL LEAVES OF ABSENCE FOR THE 20-21 SCHOOL YEAR**

JULY 1, 2020; Updated December 3 2020

Acalanes Union High School District and Acalanes Education Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the members' needs to take special leaves of absence given the continuing pandemic. The Acalanes Union High School District ("District") and Acalanes Education Association ("Association") collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding special leaves of absence.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect. The parties agree to meet and confer and update this memorandum of understanding, by mutual agreement, as needed during the 2020-21 school year.

Catastrophic Leave is modified as follows:

1. Bargaining unit members will need to donate a day to the bank by September 15, 2020 to be eligible for catastrophic leave.
2. In the event that bargaining unit members are doing any work on campus, and a bargaining unit member who has donated to the catastrophic leave bank as per 1 above, contracts COVID-19, s/he would be eligible for (federal leave under the FFCRA act) for 10 days followed by differential leave, backfilled by catastrophic leave. The afflicted member would not need to use up sick leave before accessing differential and catastrophic leave.

Employees who have qualifying conditions as defined by the FFCRA (are high risk, live with someone who his high risk, they are quarantined or have lost childcare due to a school closure due to COVID) will qualify for additional leaves as outlined in the AUHSD COVID leave guidance: AEA (included at the end of this MOU).

Additionally, the year-unpaid leave of absence deadline for the 2020-21 school year shall be extended to July 31, 2020. In addition to the contractual reasons of travel and study, bargaining unit members may take an unpaid, year-long (from the point we enter the blended learning model) leave of absence for COVID-related concerns. People who were on leave for the 2019-20 school year are eligible for an additional year leave of absence if they apply by July 31st. Requests for an unpaid leave of absence after July 31st will be considered on a case by case basis but are not guaranteed.

Signed

For the District

For AEA

AUHSD COVID LEAVE GUIDANCE: AEA - Updated December 3, 2020

On April 1, 2020, Congress passed the Families First Coronavirus Response Act (FFCRA), which provided additional leave for qualifying employees.

This leave consists of:

1. **Emergency Paid Sick Leave** – Up to 2 workweeks (80 hrs) of paid sick leave (pro-rata if less than full time) and
2. **Emergency Family & Medical Leave** – Up to 12 work weeks of partially paid leave to care for a child if school or childcare provider is closed or unavailable due to COVID-19 related reasons.

AUHSD is committed to being a responsive employer during this time and helping everyone understand their leave rights. Although the FFCRA expires on December 31, 2020, AUHSD and AEA mutually agree to extend these leaves through the end of the 2020-21 school year.

This guidance provides information on several qualifying events for COVID-19 Leave. These leave qualifications vary by person and by event. If you have questions as to how they pertain to you, please contact Human Resources for more individualized information.

A: High-Risk Employee: Employee is in a “high-risk” category and submits a doctor's note that Employee is medically unable to work because of vulnerability to COVID-19 infection if no accommodations can be made. What leave(s) is the employee entitled to and for how long?

- Emergency Paid Sick Leave – 10 workdays of paid leave
- Accrued Sick Leave
- FMLA/CFRA (if eligible, will run concurrently with sick leave)
- Differential Pay (If eligible, may be backfilled with catastrophic leave)

B: Positive COVID-19/Quarantine Order (non - work exposure): Employee has COVID-19 or Quarantine Order. What leave(s) is the employee entitled to and for how long?

- Emergency Paid Sick Leave – 10 workdays of paid leave
- FMLA/CFRA (up to 10 weeks, depending on eligibility; will run concurrently with sick leave)
- Accrued sick leave
- Differential leave (can be backfilled with catastrophic leave if applicable)
- Unpaid leave of absence

C: Positive COVID-19/Quarantine Order (work exposure): Employee has COVID-19 or Quarantine Order. What leave(s) is the employee entitled to and for how long?

- Emergency Paid Sick Leave – 10 workdays of paid leave
- The rest of leave is covered by the District’s Workers Compensation

- Should this not be covered by Workers Compensation, then
 - Differential leave backfilled with catastrophic leave if applicable
 - The employee would not be forced to use their accrued sick leave if exposed at work

D: Household Member Positive COVID-19/Quarantine Order: Employee requests leave to care for an individual at home who has COVID-19. What leave(s) is the employee entitled to and for how long?

- Emergency Paid Sick Leave – 10 workdays of paid leave
- FMLA/CFRA (If eligible up to 10 weeks; the first 10 days will run concurrently with sick leave and then would be unpaid afterwards. Benefits would continue.)
- Unpaid leave of absence

E: High-Risk Family Member: Employee lives with “high-risk” family member (spouse, child, parent for FMLA; in-laws, grandparents for CFRA) at home and a medical note for the “high risk” individual and proof of joint residency has been provided . What leave(s) is the employee entitled to and for how long?

- Emergency Paid Sick Leave – 10 workdays of paid leave.
- FMLA/CFRA (If eligible up to 10 weeks; the first 10 days will run concurrently with sick leave and then would be unpaid afterwards. Benefits would continue.)
- After the FMLA/CFRA leave runs out, the employee would be expected to return to work or resign their position.

F: Childcare while in the hybrid learning model: Employee requests leave to care for children whose school or childcare provider closed due to COVID-19 (outbreak or Shelter in Place order). Employees did not take any FMLA leave in prior 12 months. What leave(s) is the employee entitled to and for how long?

Emergency Family and Medical Leave – 12 workweeks. (Runs concurrently with FMLA/CFRA)

- First 2 weeks are unpaid, but the employee may use Emergency Paid Sick Leave during this period – 10 workdays of fully paid leave.
- Remaining 10 workweeks – 2/3 pay.
- Employee and employer may agree for employee to supplement accrued paid leave for 1/3 unpaid portion to the extent available
- This leave can be taken intermittently.