

**ADDENDUM MOU
BY AND BETWEEN THE
GOLETA UNION SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
GOLETA VALLEY CHAPTER #311**

This memorandum is an addendum to previous Memoranda of Understanding and agreed upon between Goleta Union School District (GUSD) and the California School Employees Association and its Goleta Valley Chapter 311 (together "CSEA") concerning the impacts and effects of the expiration of the leave provisions of the Families First Coronavirus Response Act (FFCRA) on December 31, 2021. As of January 1, 2021, employers no longer have a legal duty under either the Emergency Paid Sick Leave Act (EPSLA) to provide FFCRA leave to employees. Although no longer required by law to do so, employers may voluntarily decide to allow employees to ask for and receive leave benefits after the EPSLA.

GUSD and CSEA agree as follows:

- 1) The GUSD and CSEA are in agreement that all current adopted leave policies will remain in full effect irrespective of the COVID-19 pandemic through June 30, 2021. GUSD will additionally provide paid administrative leave under the specific circumstances as described herein. The following specific circumstances shall be in effect through June 30, 2021 and shall be subject to modification consistent with the passage of new laws resulting from the pandemic:
 - a. Employees who test positive for COVID-19 and employees with COVID-19 exposure, shall be excluded from workplace at the discretion of GUSD.
 - i. To be eligible, the unit member must be unable to work (including telework) for one of the following reasons related to COVID-19:
 1. The unit member, due to a workplace exposure, has tested positive for COVID-19 and has, therefore, been advised to self-isolate by GUSD; or
 2. The unit member, due to one or more symptoms consistent with COVID-19, is actively seeking medical diagnosis and has, therefore, been advised to self-isolate by GUSD; or
 3. The unit member, due to a workplace exposure to COVID-19, has been advised to self-quarantine by GUSD.
 - ii. A unit member thus excluded from work will receive up to 10 days of paid administrative leave. Part-time unit members shall receive a prorated amount of paid leave equal to the number of hours the employee would have normally worked during the period of isolation mandated by GUSD and/or during the period of quarantine mandated by GUSD.

- iii. Emergency paid sick leave is available to all unit members with a qualifying need, regardless of how long the unit member has been employed with GUSD (i.e., no minimum number of employment days is required).
 - iv. These 10 days of paid leave will, with the sole exception of accrued sick leave (§§ 44978, 45191, 87781, 88191), be expended concurrently with all other leaves, including but not limited to: extended sick leaves (§§ 44977, 44983, 45196, 87780, 87786, 88196); Industrial accident leaves (§§ 44984, 45192, 87787, 88192); leaves mandated due to the Pregnancy Disability Leave Act (PDLA) (Government Code Section 12945 & Education Code 44965); leaves mandated due to the Family and Medical Leave Act (FMLA) (Government Code Section 12945.2 & 29 U.S.C. §2601, et seq.); leaves mandated due to the California Family Rights Act (CFRA) (Government Code Section 12945.2); and any other leaves mandated due to the passage of new laws resulting from the pandemic.
 - v. This leave will be retroactively applied through January 1, 2021.
 - vi. This allocation of paid administrative leave does not carry over year-to-year and shall expire no later than June 30, 2021.
 - vii. Each unit member will, as directed by GUSD, cooperate in contact tracing of infected individuals. Failure to do so honestly and completely will be a cause for discipline.
- 2) This MOU shall not be precedent setting nor form any basis for a past practice, and shall expire on June 30, 2021, unless extended and/or modified in writing by mutual agreement.
 - 3) The parties agree to meet and negotiate upon request should there be a change or passage of new State or Federal laws related to leaves, resulting from the pandemic.

This MOU Addendum is subject to ratification by Chapter 311 and the approval of the CSEA and the Goleta Union School District.

 Superintendent

 Date

Norma Aldana

CSEA Chapter #311 President

1-31-2021

Date

Mark Moore

CSEA Representative

1/29/2021

Date