

**Memorandum of Understanding
Between
the Vacaville Unified School District
and
the Vacaville Teachers Association**

Leave and Work Assignment Provisions for 2020-2021

This MOU shall go into effect immediately and shall sunset on June 30, 2021, with both parties agreeing that as conditions change and/or the COVID19 pandemic continues beyond June 30, 2021, the parties agree to meet to extend and/or modify this MOU at any time.

Nothing in this MOU shall supersede the collective bargaining agreement, unless otherwise stated.

LEAVES:

Changes to Article 6.7 (Personal Leave Bank):

Unit members may use up to twenty (20) days from the Personal Leave Bank instead of twelve (12) in 2020-2021.

Suspend Article 6.8 Personal Leave Bonus.

The District shall comply with all measures put forth in the federal Families First Coronavirus Response Act (FFCRA) (passed 4/2/20 and expires 12/31/20), including ten (10) days (up to eighty (80) hours) of Emergency Paid Sick Leave (EPSL) for each unit member (in addition to accrued personal leave) and twelve (12) weeks paid leave in the Emergency Family and Medical Leave Expansion Act (EFMLA). If additional measures are passed (including extensions), the District shall notify all unit members and comply with those measures.

Any unit member that is directed, by the District and/or public health officials, to be quarantined for any length of time, because of confirmed COVID19 exposure, shall not have their Personal Leave deducted for those days, unless with consent by the unit member. A quarantined unit member and administration shall work with their site administration and Human Resources to determine a work plan while the unit member is in quarantine, if feasible.

Any unit member that tests positive for COVID19 may use Workers' Compensation Leave (if applicable) and/or EPSL Leave before using any Personal, Personal Leave Bank and/or EFMLA Leave. Unit members that are able to work from home shall not use any leave for the days they are working from home.

ASSIGNMENTS:

The following procedures shall apply to the assignment to either the Vacaville Virtual Learning Academy (VVLA), Kimme College Readiness Academy (KCRA) or an alternate assignment to in-person work for the 20-21 school year only:

1. Before any vacancy is filled, Human Resources shall meet with all unit members who request an Interactive Process for job accommodations and determine, through that process, whether an alternative placement to their assignment is appropriate. Unit members may request VTA representation during the Interactive Process.
2. After all Interactive Process alternative assignments are completed, then the provisions for filling the remaining vacancies, if any, at VVLA and KCRA in Articles 7.6 and 7.7 shall be followed. Priority consideration will be given to those unit members with family needs not met through the Interactive Process, while keeping educational program needs in mind.
3. All unit members being assigned, through the Interactive Process, to the VVLA, KCRA and/or alternative assignments to in-person work for the 2020-2021 school year shall be placed back in their position from 2019-2020, and then Article 7.4.2 shall be applied as needed.
4. All unit members being assigned, through the Voluntary Transfer process, to the VVLA, KCRA and/or alternative assignments to in-person work, for the 2020-2021 school year, shall be placed back in their position from 2019-2020, and then Article 7.4.2 shall be applied as needed.

Chris Hulett
VUSD Assistant Supt. Human Resources

Todd Blanset
VTA President

date