

**Memorandum of Understanding Between the Berkeley Unified School District
and the Berkeley Council of Classified Employees**

Subject: Impacts of COVID-19 Pandemic, Part 6

1. The District will make every effort to limit the use of our classified staff during the pandemic to those considered essential. It is the District's goal to provide safe working environments for our staff.
2. Given the need to provide general cleaning and maintenance of sites during the shelter-in-place and beyond:
 - a. The following positions will be asked to report to work on-site starting on May 26, 2020:
 - All Custodians (returning full time)
 - General Maintenance Staff Workers
 - b. The following positions will be asked to report to work on-site starting on June 15, 2020:
 - All Other Maintenance Staff (except clerical staff)
 - c. This MOU will replace the language about Custodians from MOU Part 3 (signed 4/7/2020).
 - d. Groundskeeping staff will continue working one week on and one week off through June 30, 2020.
 - e. The following language will continue to be in place for groundskeeping staff:
 - The grounds staff will drive in individual work vehicles or will drive their personal vehicles straight to the work site for the day. This is to maintain social distancing guidelines. The use of personal vehicles will be limited to commuting from home to the worksite and if they are asked to go to more than one worksite in a day they will be asked to submit a mileage form.

Training, Personal Protective Equipment, and Safety

All employees will be provided training on social distancing, use of personal protective equipment (PPE), proper cleaning, and safety during the pandemic. Training will be provided on 5/26/2020 and 6/15/2020 prior to reporting to their assigned site/job.

Efforts will be made to not have more than one staff member assigned to the same classroom or specific location that would prevent social distancing.

Temperature checks by the supervisor may be completed in the morning prior to staff clocking in.

Personal protective equipment will be provided (masks/gloves will be provided daily) and must be worn as appropriate for the setting.

Tasks and Time Expectations

Employees in these groups will follow their pre-covid job descriptions and work schedules as much as possible with social distancing and safety protocols.

Regarding Absences and Inability to Work:

1. For the staff groups being asked to come back to work starting on the pre-determined start date:
 - a. Staff who exhibit symptoms of COVID-19, or are caretakers of a sick person will not be required to report back to work. Staff who are 60 years old or older, or have immune-compromised health conditions may opt to not take the assignment. Staff who are providing caregiving for children whose school/daycare is closed may opt to not take the assignment.
 - b. Staff who are not able to work due to illness, caregiving, childcare, or decide not to take the assignment may use accrued sick leave, the FFCRA leave, extended illness leave, or unpaid leave. Leave without pay requests will not be denied. If an employee chooses to take leave without pay they will need to see if they qualify for FMLA or will need to pay for their medical separately to continue to receive their medical benefits.
 - Accrued Sick Leave - does not require a doctor's note
 - FFCRA Leave - available starting April 1, 2020 - [see attached flyer](#) for details: provides up to 80 hours(or two weeks) of additional paid sick leave that is prorated based on FTE, and/or an additional up to 12 weeks of FMLA at $\frac{2}{3}$ pay (must have been an employee for the past thirty days) Accrued sick leave can be used to get to full pay.
 - Extended Illness Leave - up to 100 days paid at 50%.
 - c. Staff who were on an approved leave prior to the shelter in place who are given a start date will on that start have their leave started and new end dates/docks based on the changes calculated and emailed to them. March 16-April 10 will not be counted against their leave balances.
2. BCCE staff in a group who is not asked to work will remain in paid status and will not be required to use any accrued leave.
3. Based on the Part 1 MOU: All BCCE employees who are asked to work during the shelter in place will receive a 5% differential paid on a timesheet.

If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, BCCE and BUSD will renegotiate this agreement based on the continuity of state funding for the closure.

This is a one-time, non-precedent setting agreement.

For BCCE:

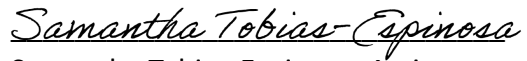


Linnette Robinson, President

5/19/2020

Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent

5/19/2020

Date