

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CENTER UNIFIED SCHOOL DISTRICT (DISTRICT)**  
**AND**  
**CENTER UNIFIED TEACHERS ASSOCIATION (CUTA)**  
**REGARDING**  
**SUPPLEMENTAL SICK LEAVE FOR THE 2021-2022 SCHOOL YEAR**

The Center Unified School District (“District”) and Center Unified Teachers Association (“CUTA”), jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding the extension of SB 95 COVID-19 Supplemental Sick Leave as stated herein. Specifically, SB 95 required all employers with 25 or more employees to provide employees up to 80 hours of supplemental COVID-19 paid sick leave. This new law provided paid sick leave in addition to other mandated paid sick leave, to certain COVID-19 impacted employees who are not able to work or telework. This emergency legislation expired on September 30, 2021.

The Parties agree to the following:

1. Extension of COVID-19 Supplemental Paid Sick Leave

The District agrees to extend the COVID-19 Supplemental Paid Sick Leave benefit provided by SB 95, through May 27, 2022. Accordingly, certificated employees may continue to use any unused balance of supplemental paid sick leave existing on September 30, until May 27, 2022, subject to the same requirements and permitted uses stated in SB 95 and its implementing codes/regulations.

To be eligible for this extension of the Supplemental Paid Sick Leave benefit, certificated employees must also demonstrate compliance with the August 11, 2021, CDPH proof of COVID-19 vaccination mandate, or weekly testing requirement, as stated therein.

2. The parties agree that the District’s agreement to continue the COVID-19 Supplemental Paid Sick Leave benefit as stated herein, is temporary and shall be extinguished/replaced upon any new Legislative action that extends and/or continues the duration of SB 95 COVID-19 Supplemental Paid Sick Leave, retroactively or otherwise.

3. This Memorandum of Understanding is effective October 1, 2021, and will sunset on May 27, 2022, unless extended by mutual agreement of the parties.

4. The Parties agree that this MOU is not precedent-setting and may not be asserted by any Party as establishing a precedent.

FOR CUTA:

Venessa Mason  
Name

11/16/21  
Date

Amy Chaney  
Name

11-17-2021  
Date

FOR THE DISTRICT:

David Gustin  
Name

11/16/21  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTER UNIFIED SCHOOL DISTRICT (DISTRICT)  
AND  
CENTER UNIFIED TEACHERS ASSOCIATION (CUTA)  
REGARDING  
A ONE-TIME LUMP SUM PAYMENT TO CERTIFICATED EMPLOYEES**

The District and CUTA agree to the following:

1. A one-time, off schedule payment of \$600.00 will be paid to every certificated employee. In addition, a one-time, off schedule payment will be made equal to 1% of each certificated employee's current annual salary based on the 2021-22 salary schedule.
  - a) For the certificated employee to be eligible for the above payments, the certificated employee must be a current district employee on active duty status as of the ratification by CUTA and approval by the School Board.
  - b) All taxes and statutory deductions will be deducted from the above payments.
  - c) Payments will be made to each employee within 45 days of ratification by CUTA membership and approval by the School Board.
1. This agreement does not constitute a precedent for any future agreement between the parties.

FOR CUTA:

Venessa Mason  
Name

11/16/21  
Date

Amy Chaney  
Name

11-17-2021  
Date

FOR THE DISTRICT:

David Garrison  
Name

11/16/21  
Date