

**Berryessa Union School District
and
California School Employees Association, Chapter 364**

**MEMORANDUM OF UNDERSTANDING REGARDING
EMPLOYEES WORKING LESS THAN ELEVEN MONTHS PER YEAR**

July 31, 2024

This Memorandum of Understanding ("MOU") is reached between the California School Employees Association, Chapter 364 ("CSEA") and the Berryessa Union School District ("District") regarding the payment of employees working less than eleven (11) months per year.

WHEREAS, Article 15.6.2 of the Collective Bargaining Agreement states that "[v]acation for unit members who work less than twelve (12) month per year must be taken during their work year when students are not scheduled for attendance. At the end of the work year, any vacation days remaining that could not be scheduled during the work year, will be paid on the June payroll warrant. The amount paid will be the balance of any day(s) in excess of one (1) fiscal year carryover," and

WHEREAS, CSEA and the District wish to structure payments to unit members working less than eleven (11) months a years to reduce fluctuations in pay due to the accrual and use of vacation days.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. For unit members who work less than eleven (11) months per year, the District shall pay those unit members their annual salary as follows:
 - a. The District shall pay unit members described in Paragraph 1, above, their annual salary in eleven (11) equal installments, starting in August and ending in June. The annual salary used to determine the monthly rate of pay shall include the unit member's base salary, vacation, and holiday pay.

The provisions of paragraph 1(a) will be implemented at the beginning of each fiscal year (defined as July 1 – June 30). The District will determine each affected unit member's monthly rate of pay, and any corresponding salary deduction, before the first payroll period for each affected unit member of each fiscal year._

2. The implementation set forth in this MOU will not result in a reduction of any unit member's contracted rate of pay. Article 15.6.2 of the Collective Bargaining Agreement remains in effect. The intention and effect of this MOU will be to spread out any reductions in pay

necessitated by a unit member taking a vacation day under Article 15.6.2 on a day when students are not scheduled for attendance in the event that the vacation day exceeds the unit member's accrual of vacation days.

3. This MOU shall be subject to Article 7 ("Grievance") of the CSEA/District Collective Bargaining Agreement.
4. This MOU shall supersede any prior Collective Bargaining Agreement provisions, MOU's, side letters, past practice, or any other agreement governing the frequency or timing of payment of unit members who work less than eleven (11) months per year.

For Berryessa Union School District:

Ricardo Cabrera

Ricardo Cabrera (Aug 5, 2024 13:44 PDT)

Ricardo Cabrera
Assistant Superintendent of
Human Resources
Dated: July 31, 2024

For CSEA, Chapter 364:

Sheko Habibi

Sheko Habibi (Jul 31, 2024 20:22 PDT)

Sheko Habibi, CSEA President
Dated: July 31, 2024

For CSEA, Chapter 364:

Robin James-Utgaard

Robin James-Utgaard (Aug 1, 2024 14:20 PDT)

Robin James-Utgaard
CSEA Labor Relations Representative
Dated: July 31, 2024

For CSEA, Chapter 364:

Gloria Vargas

Gloria Vargas (Aug 1, 2024 15:18 PDT)

Gloria Vargas
CSEA Representative
Dated: July 31, 2024

For CSEA, Chapter 364:

Lou Vallarta

Lou Vallarta (Aug 1, 2024 15:21 PDT)

Lou Vallarta
CSEA Representative
Dated: July 31, 2024

For CSEA, Chapter 364:

Catherine Aguilar
CSEA Representative
Dated: July 31, 2024