

**Impacts of COVID-19 Pandemic
Memorandum of Understanding Between
San Diego Unified School District
&
San Diego Education Association**

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees, SDEA and SDUSD have agreed on the following:

- 1) SDEA Unit Members (Excluding Visiting Teachers):
 - a) All bargaining unit members directed to be absent from their school or worksite by order of the school district, shall receive full pay and benefits for so long as the directive to be absent from work is in place. Such unit members will not be charged sick leave or docked pay during this period.

- 2) SDEA Visiting Certificated Employees:
 - a) Visiting Certificated Employees who had a confirmed job in the substitute management system as of 5:00pm on March 13, 2020 and who were scheduled to work during the school district's closure will receive full pay for those assignment(s). Pay for those assignments will follow the rates outlined in Appendix D, Section 2.00, 3.00, 7.00, and 8.00.

 - b) Visiting Certificated Employees who are unable to accept additional substitute assignments due to the school closure will be compensated their average number of work days* or the confirmed jobs in the system as identified in 2.a above for the time period of March 16, 2020 through March 27, 2020 whichever is greater; assignments are unavailable from March 30, 2020- April 3, 2020 due to Spring Break. The Parties agree to continue discussions if Distance Learning is implemented due to the extension of the school closure and additional work becomes available.

*The average number of the employee's work days shall be calculated for the time period worked between January 6, 2020 through March 13, 2020

 - c) In addition to the payments in 2. a and b., unit members who are unable to accept additional substitute assignments due to the closure may be eligible to apply for unemployment insurance. The District will assist members with this application process and will not challenge claims unless legally required to do so.

 - d) Visiting Certificated Employees who self-quarantined (due to having traveled to Level 3 notice countries, being part of an at-risk group, or were in contact with a

person who had a confirmed case of COVID-19), or were told to not report to work and used their own sick leave prior to schools being closed will be covered under and given access to the “alternative paid sick leave absence” program that SDUSD set up for all other regular employees. They shall be credited their sick leave back to their sick leave bank, if they used such leave between March 9, 2020 and March 13, 2020.

- 3) Unit members who choose not to work during the school closure may choose to use personal necessity as outlined in Article 10 of the current Collective Bargaining Agreement (CBA).
- 4) The deadline for contract waivers, as defined in section 24.3.1 of the parties’ CBA, is hereby extended to May 30, 2020.
- 5) Future Negotiations
 - a) The parties agree to continue discussions related to Article 12 Transfers and Distance learning.
 - b) The parties agree to continue discussions related to Visiting Certificated Employee pay should the closure extend beyond April 6, 2020.
 - c) If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, SDEA and SDUSD will renegotiate this agreement.

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

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli 3/26/2020
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Acacia Thede 4/3/2020
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 Acacia Thede Date
 Chief Human Resources Officer

FOR SDEA:

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K Borden 3/24/2020
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 Kisha Borden Date
 President

DocuSigned by:
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 Lindsay Burningham Date
 Bargaining Chair

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 Abdul Sayid Date
 Executive Director