

**Tentative Agreement
Between
The San Diego Unified School District
And
The San Diego Education Association**

March 4, 2021

COVID-19 Leave

WHEREAS, the Families First Coronavirus Response Act (FFCRA), requiring paid leave due to specific COVID-19 circumstances for eligible employees expired on December 31, 2020; and

WHEREAS, the Parties agree that the health and safety of our students, staff, families and community is at the forefront of a return to onsite instruction.

NOW THEREFORE, the Parties agree as follows:

1. Effective January 1, 2021 through June 30, 2021, except for visiting teachers, any SDEA member unable to perform the essential functions of their job and who cannot be accommodated, will be provided up to 80 hours of COVID leave prior to utilizing their own personal leave balances in accordance with the expired Families First Coronavirus Response Act leave eligibility prior to utilizing their own personal leave balances. This will apply to SDEA members who have tested positive for COVID-19 or are experiencing symptoms; who are medically quarantined; who are self-quarantined due to potential exposure, or in a high-risk category including persons over age 65; who are self-quarantined because of a medically vulnerable family member/household including persons over age 65; who are self-quarantined because of a first responder/medical personnel living in the same household; who are caring for a COVID-19 positive member of the family/household; or who are caring for children due to school closure/childcare closure.
 - a. Effective February 27- June 30, 2021, up to five (5) days of this COVID leave may be utilized by unit members experiencing side effects related to receiving a COVID-19 vaccine in the rare circumstance the side effects render the unit member unable to work; the unit member must provide proof they have received the vaccine to access this leave.
2. Effective January 1, 2021 through June 30, 2021, visiting teachers participating in Phase One assignments, and further in-person Phases and have a confirmed COVID-19 exposure and: who have tested positive for COVID-19 or are experiencing symptoms; who are medically quarantined; or who are self-quarantined due to potential exposure, shall be provided up to 80 hours of COVID leave prior to utilizing their own personal leave balances.
 - a. Effective February 27- June 30, 2021, up to five (5) days of this COVID leave may be utilized by unit members experiencing side effects related to receiving a COVID-19 vaccine in the rare circumstance the side effects render the unit member unable to work; the unit member must provide proof they have received

- the vaccine to access this leave.
- b. In order to be eligible for leave under this section, the visiting teacher unit member must have worked at least 10 (ten) workdays, since January 1, 2021, in an in-person assignment.
 - i. This 10 (ten) workday requirement shall not apply in instances where there is a confirmed work related COVID exposure during a District assignment.
 3. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Sideletter shall remain in full effect.
 4. This Sideletter is non-precedent setting.
 5. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Sideletter with mutual consent.
 6. This Sideletter shall expire in full without precedent on June 30, 2021.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli March 6, 2021
76F2DE76533F42E...

Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede March 4, 2021
0B6823B0574B4BF...

Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:
Kisha Borden March 4, 2021
4619DD4E670B4FF...

Kisha Borden Date
President

DocuSigned by:
Kyle Weinberg March 6, 2021
D311E9B994F4494...

Kyle Weinberg Date
Vice President

DocuSigned by:
Abdul Sayid March 5, 2021
A65BF18A00CC458...

Abdul Sayid Date
Executive Director