

**SIDE LETTER
BY AND BETWEEN
THE SAN DIEGO UNIFIED SCHOOL DISTRICT
&
THE SAN DIEGO EDUCATION ASSOCIATION**

August 26, 2015

On August 26, 2015, the San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," reached agreement during Impact and Effects bargaining regarding application of the sick leave entitlements for Visiting Teachers under the Healthy Workplaces, Healthy Families Act of 2014 ("the Act"). The intent of this Side Letter is to clarify the provisions of Article 32.8.

1. This side letter was developed between the San Diego Unified School District ("District") and the San Diego Education Association ("SDEA").
2. Section 32.8 of the SDEA Collective Bargaining Agreement stipulates that, effective July 1, 2015, Visiting Teachers are entitled to paid sick leave under Healthy Workplaces, Healthy Families Act of 2014 [Article 1.5 (commencing with Section 245) of Chapter 1, Part 1, Division 2 of the California Labor Code].
3. As a result of the provisions of the Act, Visiting Teachers shall accrue sick leave for substitute service completed in each school year in accordance with the following schedule:

Days of Substitute Service Completed	Days of Full Pay Sick Leave Earned
30	1
60	2
90	3
120	4
150	5
180	6

Visiting Teachers who work thirty (30) or more days within a year of their employment shall be entitled to one (1) hour of paid sick leave for every thirty (30) hours worked. Per Section 8.5, a full day assignment is equivalent to eight (8) hours of employment.

4. In accordance with the provisions of the Act, the District will limit utilization of paid sick leave to twenty-four (24) hours in a given fiscal year for Visiting Teachers serving in Day-

to-Day assignments. Visiting Teachers in Long-Term assignments may utilize paid sick leave in accordance with Article 32.8.

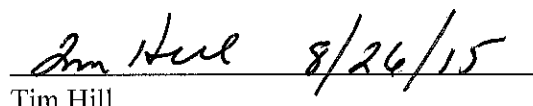
5. Eligible Visiting Teachers shall be able to utilize accrued sick leave in accordance with the Act when an available assignment is offered and declined and will request to use their paid sick leave according to the procedures applicable to the particular assignment (e.g., Day-to-Day Visiting Teacher assignment or Long-Term Visiting Teacher Assignment) and in accordance with the Collective Bargaining Agreement. An assignment is considered as being offered when he/she either logs into the substitute management system and there are jobs available, or receives a phone call offering an available job.
6. The Parties acknowledge that the Act is new, and that further regulations and clarifications in the law may occur during the term of this Collective Bargaining Agreement.
7. The provisions of this Side Letter will remain in effect until a successor Collective Bargaining Agreement is negotiated.
8. To the extent the provisions of Article 32.8 as clarified in this Side Letter have not been followed, a Visiting Teacher's accrual and utilization of sick leave are subject to the grievance process through Article 15.

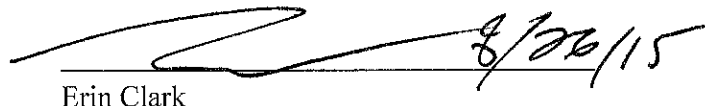
FOR THE DISTRICT:


Tim Asfazadour
Chief Human Resource Officer


Kristine Morshead
Labor Relations Specialist

FOR SDEA:

 8/26/15
Tim Hill
Executive Director

 8/26/15
Erin Clark
SDEA Field Organizer