

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

Impacts and Effects of the Employee Mandated COVID-19 Vaccination

November 9, 2021

WHEREAS, the parties share a mutual interest in assuring the health and safety of students, families, staff, and the community; and

WHEREAS, educators and support staff have been on the front lines in the delivery of quality education and services to students and families during the COVID-19 pandemic; and

WHEREAS, the San Diego Unified School District's Board of Education voted on September 28, 2021 to mandate the COVID-19 vaccination as a condition of employment for all San Diego Unified employees; and

WHEREAS, all District employees are required to submit proof of full vaccination on or before December 20, 2021 or have an approved accommodation, providing employees with approximately 12 weeks to comply with the mandate; and

WHEREAS, the Parties acknowledge the District's legal right as an employer to implement this mandate and therefore have bargained in good faith over the impacts and effects of the District's decision to require COVID-19 vaccination for employees; and

NOW THEREFORE, the Parties agree to the following:

1. In order to minimize the impact to students and services and facilitate access to vaccine appointments for employees, the District is providing the COVID-19 vaccine at various District locations at no cost to the unit member. Employees can find the schedule at <https://sites.google.com/sandi.net/nursingwellness/covid-19-vaccine>. Employees may also receive the vaccine at a variety of other locations by accessing the following link <https://myturn.ca.gov/>.
2. For employees who receive a required vaccine dose after the September 28, 2021 Board mandate:
 - 2.1. Requests for Personal Business Leave shall be taken with the approval of the unit member's supervisor as required by Section 10.4.1 of the Collective Bargaining Agreement between the Parties.
 - 2.2. Upon approval from their supervisor, employees who are unable to utilize 2 hour Personal Business due to the impact on student needs and/or services as determined by their supervisor, shall be paid up to 2 hours per vaccination of pro-rata pay in order to acquire full COVID-19 vaccination, upon proof of vaccination(s) and of the vaccine appointment(s) outside the employee's work hours.

- 2.2.1. Employees may utilize a combination of pro-rata rate of pay, Personal Business Leave within the workday, or a combination of both.
 - 2.3. Unit members must follow their site's or department's standard process for reporting and/or covering absences.
 - 2.4. In rare circumstances unit members may experience side effects related to receiving a COVID-19 vaccine that renders the unit member unable to work. Such unit members shall be provided up to a total of five (5) days of paid leave inclusive of all required doses of the vaccination without having to utilize any accrued personal leave. The unit member must provide proof they have received the vaccine to access this leave. Requests for more than a total of five (5) days will be considered on a case-by-case basis upon proof of a physician's note.
 - 2.5. The COVID-19 booster shot is not required by the District; however, unit members who opt to receive (at their own discretion) a COVID-19 vaccine booster shot, and in the rare circumstances the unit member experiences side effects related to receiving a vaccine booster that renders the unit member unable to work, shall be provided up to two (2) days of paid leave without having to utilize any accrued personal leave. Unit members shall be required to show proof of having received a booster shot in order to receive this benefit. Requests for more than two (2) days will be considered on a case-by-case basis upon proof of a physician's note.
3. Any SDEA unit member who submits the required paperwork to request medical or religious accommodation (following the District Administrative procedure) by the District's deadline of November 19 shall have up to thirty (30) calendar days following denial of such accommodation to comply and receive the full COVID-19 vaccination (i.e. to receive both doses of the Pfizer or Moderna vaccine or one dose of the Johnson and Johnson vaccine), or will have until December 20 to receive the full COVID-19 vaccination, whichever provides the longer period of time to comply.
 - 3.1. New requests for accommodations due to a medical condition that arise after the November 19, 2021 deadline shall be reviewed on a case-by-case basis by the District's Human Resources Department.
 - 3.2. Disciplinary action for non-compliance with the vaccine mandate will not be taken against unit members who have not yet received a final decision on their accommodation request.
4. Voluntary Resignation: Non-compliant unit members can elect to voluntarily resign their employment effective January 24, 2022, under the following conditions:
 - 4.1. By January 4, 2022, the SDEA bargaining unit member must notify the District of their intent to voluntarily resign their employment effective at the beginning of the Spring semester, January 24, 2022, and voluntarily waive the right to any and all due process afforded by the U.S. or California Constitutions, the California Education Code, the Collective Bargaining Agreement, and/or District Policy. The voluntary resignation will not be considered a disciplinary action for misconduct, and they will be eligible to apply for reemployment with the District if and when they comply with District vaccination requirements.

- 4.2. For unit members electing to resign in lieu of termination, the District will maintain the bargaining unit member in paid as worked status from December 20, 2021 through February 28, 2022, during which time they will be paid for time worked through January 24, 2022. Employees will be paid one workday in the month of February 2022; however, bargaining unit members will not be required to provide any services to the District or report to any District site after January 24, 2022. The unit member will be paid according to the District certificated payroll calendar, and the payroll checks will be subject to legally required deductions for state and federal tax, SDEA dues, and California State Teachers Retirement System contributions. From the date notice is provided to the District through the effective date of resignation of February 28, 2022, the bargaining unit member shall receive all benefits they are entitled to as a District employee, including health benefits.
- 4.3. With respect to SDEA bargaining unit members who voluntarily resign but are reemployed by the District within 39 months of January 24, 2022, the District shall, disregarding the break in service, continue to classify them as a permanent employee, and restore to them all of the rights and benefits of a permanent employee, consistent with Education Code section 44931.
5. Voluntary Retirement: Non-Compliant Employees who meet District retirement eligibility requirements may elect to retire by notifying the District of their intent to voluntarily retire effective immediately or on or before January 24, 2022.
6. Involuntary Separation: SDUSD intends to terminate non-compliant employees who do not meet the vaccine requirement, do not receive a reasonable accommodation, or do not voluntarily resign. Nothing in this agreement is intended to abridge SDEA bargaining unit members' rights to due process afforded by the U.S. or California Constitutions, the California Education Code, the Collective Bargaining Agreement, and/or District Policy.
7. Unit members separating from the District per Sections 4, 5, or 6 of this Agreement shall have the ability to have voluntary access to their work site(s) for the purpose of moving out of their workspace(s). On an individual basis, unit members will work with their supervisor to schedule worksite access including any access for outside of the workday (e.g. evenings and/or weekends).
8. Proof of inability to receive the vaccine by the given deadline due to extenuating emergency circumstances will be reviewed on a case-by-case basis for a decision by the Human Resources Department based on the list and the information gathered and presented by SDEA. Should an extenuating emergency circumstance be approved, the impacted employee shall agree in writing to comply with all the District health and safety guidelines and to obtain full vaccination within a specified period of time determined by the District based on the individual employee's circumstance. Employees who do not comply with the extended timeline to obtain full vaccination will be subject to discipline, up to and including termination.
9. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.

- 10. This Agreement is non-precedent setting.
- 11. If any other bargaining unit negotiates any benefit or process related to the Employee Mandated COVID-19 Vaccination that is different than SDEA’s agreement, SDEA shall have the right to reopen discussion with the District.
- 12. This Agreement shall expire in full without precedent on June 30, 2022, unless extended by written mutual agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli November 10, 2021
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede November 10, 2021
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Acacia Thede Date
Chief Human Resource Officer

FOR SDEA:

DocuSigned by:
Kisha Borden November 10, 2021
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Kisha Borden Date
President, SDEA

DocuSigned by:
Kyle Weinberg, Ed.D. November 10, 2021
D311E9B994F4494...
Kyle Weinberg, Ed.D. Date
Vice President, SDEA