

Impacts and Effects Agreement
By and Between
The San Diego Unified School District
and the
The San Diego Education Association
April 11, 2022

2022 COVID-19 Supplemental Paid Sick Leave

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties,” have reached this Impacts and Effects Agreement regarding the implementation of the 2022 COVID-19 Supplemental Paid Sick Leave (“Agreement”).

WHEREAS, the 2022 COVID-19 Supplemental Paid Sick Leave was signed into law on February 9, 2022 retroactive to January 1, 2022 in response to the COVID-19 Omicron Variant surge and its negative impact on California workers; this law provides two separate banks of leave, each of up to 40 hours for employees and expires on September 30, 2022; and,

WHEREAS, the Parties have previously agreed to COVID Leave pertaining to COVID-19 Infections and Quarantine in the June 17, 2021 “Impacts and Effects of the 2021-2022 School Year During the COVID-19 Pandemic” Agreement, Section 2.g which states that *“Unit members required to quarantine as the result of a positive COVID-19 test or as the result of close contact exposure as determined by District or County contact tracing, shall be provided paid leave without having to utilize any accrued personal leave. Unit members shall be required to submit documentation of a positive test result or County notification of close contact exposure to access this leave.”*;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties recognize the expiration of statutory leave benefits provided by the state through September 30, 2021 negatively impacted some educators, therefore, for the period of October 1, 2021 to September 30, 2022, the 2022 COVID-19 Supplemental Paid Sick Leave will be utilized for the identified reasons (See Attachment A) in conjunction with the leave identified for COVID-19 infections and quarantine in the June 17, 2021 “Impacts and Effects of the 2021-2022 School Year During the COVID-19 Pandemic” Agreement.
 - a. Unit members shall submit reasonable documentation (e.g. updated timecards) to have leave retroactively converted to COVID Leave. If eligible for the conversion, the District shall replenish the unit member’s sick leave balance.
2. The District may request reasonable documentation for unit members to be eligible for the COVID leave delineated in Section 1 of this Agreement inclusive of the June 17, 2021 Agreement.
3. All components of the current Collective Bargaining Agreement between SDEA (San Diego Education Association) and the SDUSD (San Diego Unified School District) not addressed by the terms of this Agreement shall remain in full effect.
4. This Agreement is non-precedent setting.

- 5. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
- 6. This Agreement shall be retroactively effective beginning on October 1, 2021 and expire in full without precedent on September 30, 2022; this expiration date does not alter the expiration date of the June 17, 2022 agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli April 13, 2022
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede April 13, 2022
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Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:
K Borden April 12, 2022
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Kisha Borden Date
President

DocuSigned by:
Kyle Weinberg April 13, 2022
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Kyle Weinberg Date
Vice President

DocuSigned by:
Abdul Sayid April 13, 2022
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Abdul Sayid Date
Executive Director



2022 COVID-19 Supplemental Paid Sick Leave

Effective February 19, 2022

Covered employees in the public or private sectors who work for employers with 26 or more employees are entitled to up to 80 hours of 2022 COVID-19 related paid sick leave from January 1, 2022 through September 30, 2022, immediately upon an oral or written request to their employer, with up to 40 of those hours available only when an employee or family member tests positive for COVID-19.

A full-time covered employee may take up to 40 hours of leave if the employee is unable to work or telework for any of the following reasons:

- **Vaccine-Related:** The covered employee is attending a vaccine or booster appointment for themselves or a family member* or cannot work or telework because they have vaccine--related symptoms or are caring for a family member with vaccine-related symptoms. An employer may limit an employee to 24 hours or 3 days of leave for each vaccination or booster appointment and any consequent side effects, unless a health care provider verifies that more recovery time is needed.
- **Caring for Yourself:** The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidance of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer with jurisdiction over the workplace; has been advised by a healthcare provider to quarantine; or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- **Caring for a Family Member*:** The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.

A full-time covered employee may take up to an additional 40 hours of leave if the employee is unable to work or telework for either of the following reasons:

- The covered employee tests positive for COVID-19
 - The covered employee is caring for a family member* who tested positive for COVID-19.
- * A family member includes a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

Part-Time covered Employees: Part-time covered employees may take as leave up to the amount of hours they work over two weeks, with half of those hours available only when they or a family member* test positive for COVID-19.

Payment: If an employee took leave for one of the reasons identified above between January 1, 2022 and February 19, 2022, and that leave was either unpaid or compensated at a rate less than the employee's regular rate of pay, the employee may also request a retroactive payment. Payment is at the employee's regular or usual rate of pay, not to exceed \$511 per day and \$5,110 in total.

Retaliation or discrimination against a covered employee requesting or using COVID-19 supplemental paid sick leave is strictly prohibited. A covered employee who experiences such retaliation or discrimination can file a claim with the Labor Commissioner's Office. Locate the nearest district office by looking at the [directory on our website](http://www.dir.ca.gov/dlse/DistrictOffices.htm) <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the alphabetical listing of cities, locations, and communities or by calling 1-833-526-4636.

This poster must be displayed where employees can easily read it. If employees do not frequent a physical workplace, it may be disseminated to employees electronically.