

**SIDE LETTER OF AGREEMENT (SLA)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND THE
SAN JUAN SUPERVISORS ASSOCIATION (Supervisors)**

RE: Expiration of State-Provided COVID-19 Supplemental Paid Sick Leave

California state law (AB 152) that provided covered employees with up to 80 hours of COVID-related paid leave expired on December 31, 2022. However, Cal-OSHA workplace regulations requiring quarantine and isolation remain in place. This Side Letter of Agreement (SLA), under specific conditions, temporarily allows employees to quarantine without having their personal sick leave balance negatively affected.

Statement of Intent:

The District and Supervisors mutually agree that members should not have their personal leave negatively impacted as a result of state workplace regulations requiring quarantine or isolation upon contracting COVID-19. The parties also agree that should the state or federal government take action during the term of this agreement reinstating COVID leave benefits equal to or above the benefits outlined in this SLA, that those new benefits shall supersede the terms of this SLA.

Agreement:

The parties agree that effective January 1, 2023, all SJSA bargaining unit members will not have their contractual sick leave allotment docked when a bargaining unit member is unable to work in-person because the member:

1. Is experiencing symptoms of COVID-19 and is seeking a medical diagnosis (either from a doctor or via an approved COVID-19 test);
2. Is subject to a quarantine or isolation period related to COVID-19 (though a general stay-at home order does not count for this purpose);
3. Has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19;
4. Is attending an appointment to receive a COVID-19 vaccine;
5. Is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from working;
6. Is caring for a family member who is subject to a quarantine or isolation period and/or has been advised to self-quarantine; or
7. Is caring for a child whose school or place of care is closed or unavailable due to COVID-19.

In cases where a member experiences multiple incidents (any circumstance as outlined in items 1-7), Human Resources will hold harmless a member's sick leave balance upon receipt of requested documentation including but not limited to doctor notes, written notice of school or place of care closure, and other related materials.


For members that are asymptomatic, but not able to report for work, it is requested they work remotely to the extent possible.

In order to ensure a member's sick leave balance is not docked, members shall notify their direct supervisor of an incident (any circumstance as outlined in items 1-7) and complete an employee absence form.

This SLA sunsets June 30, 2023 or when replaced by updated legislation from the State or Federal government. If a SJSA member must quarantine or isolate on or before June 30, 2023, their sick leave balance will be held harmless through the period of illness. Nothing in this agreement will be seen to undermine Workers' Compensation Presumption (SB 1159).

Daniel Thigpen 2/17/2023

Daniel Thigpen Date
Executive Director
Labor Relations and Government Affairs
San Juan Unified School District

 2/17/2023

Andrew Freitas Date
Secretary
San Juan Supervisors Association