

Side Letter of Agreement
BETWEEN
SEQUOIA DISTRICT TEACHERS ASSOCIATION
AND
SEQUOIA UNION HIGH SCHOOL DISTRICT
Expires on June 30, 2024
Five Days -COVID-19 Sick Leave

The following is a Side Letter of Agreement (Agreement) between Sequoia District Teachers Association (SDTA) and Sequoia Union High School District (District), together referred to as “the Parties”, regarding the Parties’ Agreement regarding District COVID-19 sick leave.

Agreement

1. The Parties agree that if the State of California and/or federal government do not adopt a mandated State or Federal “COVID-19 Paid Sick Leave” law for school district employers, then effective during the period of this Agreement, July 1, 2023, and expiring on June 30, 2024, the following shall apply:

a. The District agrees to provide up to five (5) days of District COVID-19 paid leave due to a positive COVID-19 test result to the following bargaining unit members provided all of the terms in subsections (a) i, ii, and iii are satisfied:

- i. Bargaining unit member tests positive for COVID-19 during the term of this Agreement; and
- ii. the bargaining unit member provides information regarding the positive COVID-19 test result to their supervisor during the term of this Agreement; and
- iii. the bargaining unit member is required to quarantine or quarantined as a result of the bargaining unit member’s positive COVID-19 test result during the term of this Agreement.

2. This Agreement shall expire on June 30, 2024. If a State or federal law is passed that takes effect during the term of this Agreement which mandates COVID-19 paid sick leave for employees of public school districts, the Parties agree to meet and negotiate the effects of any such new law. This Agreement shall expire on June 30, 2024 or

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upon the effective date of such new California and/or federal law, which ever date happens sooner.

3. The Parties agree that the District Covid-19 leave described in section 1(a) of this Agreement shall expire on June 30, 2024, and that no District COVID-19 leave provided pursuant to this Agreement shall be banked and accumulated for use in subsequent school years.

4. The Parties agree that the COVID-19 leave described in section 1(a) of this Agreement cannot be cashed out, is not available for STRS/PERS pension purposes, and cannot be donated to the Catastrophic Leave Bank.

5. The Parties agree that the District COVID-19 leave described in section 1(a) of this Agreement does not modify the requirement for bargaining unit members to have substitute lesson plans prepared in advance and to make up Individualized Education Plan meetings and Assessments upon their return from such leave.

6. When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19 related workers' compensation and Cal-OSHA laws shall also apply.

7. This Side Letter of Agreement is unique unto its own circumstances and shall in no way set a precedent for any other agreements in the future, and furthermore, no party hereto shall cite this Side Letter of Agreement or its term as past practice for any purpose in the future.

8. The Parties agree that this Agreement takes effect retroactively beginning on July 1, 2023 and shall apply provided the unit member tested positive for COVID-19 and satisfied all of the requirements included section 1 of this Agreement.

9. The Parties agree that this is the complete agreement between the Parties and that they agree that there are no other written or verbal agreements regarding the subject matter of this Agreement.

10. The Parties agree that this Agreement expires on June 30, 2024 unless it expires sooner consistent section 2 above regarding a new COVID-19 sick leave law.



Todd Beal, Assistant Superintendent,
Human Resources



Edith Salvatore, SDTA President

Dated: 11/8/2023

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