

**Memorandum of Understanding  
Between  
Sweetwater Education Association and  
Sweetwater Union High School District  
Regarding Ongoing COVID Impacts for the 2021-22 School Year**

**August 13, 2021**

SUHSD is reopening for the 2021-2022 School Year in person. Based on CDPH and local health guidance there is still limited modifications to the District's current working environment, necessitating this side letter. Based on guidance as of execution of this agreement, the following modifications are in place:

**1. Masking:**

**Masking** will continue on school facilities in accordance with CDPH and local health orders. Currently that means wearing masks whenever indoors and encouraging masks when outdoors.

- A. Unvaccinated Employees May Request N-95: For unvaccinated employees, N95 respirators will be made available upon request for voluntary use from the respective direct supervisor. Guidance will also be provided on how to utilize these voluntarily.
- B. Non-retaliation: All Employees may still select to wear their masks even if they have been vaccinated or when they are outdoors, without fear of retaliation. If you need a face covering, please ask your supervisor.

**2. Class Coverage:**

Parties acknowledge that as a result of staffing shortages, vacancies, and staff quarantine, SEA Unit members have been asked to provide class coverage more than in previous years. As an acknowledgement of the extra work associated with class coverage, starting August 16, 2021, any unit member who has already completed 3 hours of class coverage, will have their class coverage rate increased from \$58.06 to \$75.00 for the remainder of first semester of 2021-2022. Parties agree to meet at least one week prior to the end of the semester to determine if the rate increase shall continue through the end of 2021-2022, based on continued frequency of class coverage needs on campuses. If extended, the term shall expire at the end of the 2021-2022 school year.

**3. Contact Tracing Assistance:**

Administrators may authorize unit members who volunteer to assist site administrative team and nurse in contact tracing on campus either by working their prep period or assisting after school for additional compensation at the after school activities extra duty rate.

Union   
District 

#### **4. Encouragement of Vaccinations:**

Parties believe vaccination is one of the most important tools in ensuring staff and student safety during COVID. District and Association will continue to encourage staff and students to be vaccinated. Staff who receive the vaccine (and submit proof after the first shot) will be allowed to schedule two (2) “work from home days” immediately following the date of their second vaccination shot to take if they are experience effects of the vaccine. The two (2) days will not be deducted from a staff member’s sick leave. Whenever possible, the days will be scheduled as far in advance as possible. Staff may schedule their vaccination shots during their duty day at a mutually agreed to time or may utilize COVID sick leave if that is not possible.

#### **5. COVID Testing:** Unless expanded by local or state health orders:

- A. Employees experiencing COVID symptoms or part of a COVID quarantine protocol are required to test.
- B. Beginning with implementation of the August 11, 2021 state health order, unvaccinated school staff are required to test weekly (See Side Letter on Mandatory Vaccination or Testing).
- C. Staff will be expected to test prior to returning to in person instruction after school breaks. (for example Fall Break, Winter Break, Spring Break). Employees are strongly encouraged to test prior to returning from break but no later than the day of return from break. If the District requires this testing, unit members will be expected to test the day they return to duty on campus from leave prior to student’s returning to instruction (for example on Monday October 5, 2021), or may instead test up to 72 hours prior to returning to duty and may submit for up to 2 hours of after school activities extra duty pay along with their test result. District shall provide testing opportunities within this window for employees to test at a District location, though the employee is not required to test at a district location if it is outside their duty calendar.
- D. Where testing is required, proof of test will be provided by employee to their supervisor.
- E. CDPH, CDC and local health agency are recommending a frequent staff testing cadence, especially for non-vaccinated individuals. Except as set forth above, staff will be strongly recommended to test frequently at district or county provided testing locations. Testing will be provided at no cost to employees and during work hours so long as this recommended testing cadence continues.

#### **6. Health Screening and How to Return to Work:**

Employees shall daily monitor themselves for COVID-19 symptoms as identified by the local health order and shall not report to work if they are experiencing COVID symptoms (that are

inconsistent with their normal health condition such as allergies or hay fever) or fever of more than 100 degrees, but shall report the symptoms to their supervisor and/or site nurse. Unless modified by the existing health order, should employees experience COVID symptoms, they shall remain at home until: 1) at least 24 hours after the fever has subsided, **and** 2) symptoms have begun to improve. Following symptom improvement, employee will submit to and present a negative COVID test to return to work/school.

**7. Staff Testing Positive for COVID or Close Contact for Exposure Under Local Health Orders:**

- A. District and employees shall comply with all COVID protocols required by the County Health Orders regarding isolate and quarantine provisions. Persons who are in close contact with or who test positive for COVID shall comply with local health guidance regarding returns. District will continue to update its protocols based on updated guidance. Until September 30, 2021: staff who have not already exhausted state COVID leave, may utilize this leave for any days they are required to isolate or quarantine. If they have exhausted this leave, or determine not to follow the criteria for returning to work, employees may utilize their paid or unpaid leave during the time period.
- B. Those employees who are sent home as a close contact, due to exposure at work by a student or an employee who has tested positive for COVID, shall not be required to utilize their own leave banks during quarantine.
- C. During quarantine or isolation, if working remotely is approved by their supervisor, employee will not have to access COVID-19 leave or other paid leaves. (If a supervisor approves this during sick leave in 4A, remote work is also allowed without impacting paid leaves.) Where all essential functions of a job are not possible to be completed remotely (such as teaching), but the supervisor determines remote work is still in the best interest of the school site, the employee may work remotely as agreed to with the supervisor and a substitute may be utilized if requested and available.


**8. COVID Leave:**

- A. Until September 30, 2021, staff who have not already exhausted state COVID leave, may utilize this leave for any days they are required consistent with the state law (isolation, quarantine, COVID testing or vaccination, or caring for a child whose classroom or school is in quarantine). If unit member has exhausted this leave, or do not follow criteria for returning to work such as presenting a negative test after being symptomatic, employees may utilize their paid or unpaid leave during this time period.
- B. If leave is not extended by the state or federal governments, parties agree to come together before the end of September to meet to discuss impacts of failure to extend COVID leave.

## 9. Changes in Local Health or CDPH Mandates:

Parties acknowledge that guidance is changing as the pandemic evolves. CDPH has stated by November 1, 2021, it will issue revised guidance for schools. CalOSHA has also stated it will continue to update guidance. Should new mandates be issued, district will continue to implement CDPH or local health requirements as they are issued and will notify the Association that new mandates will be implemented. Should the Association wish to meet regarding the impacts of the changes, the parties will schedule a meeting within 5 workdays of implementation of the requirements. Parties agree this side letter will continue in place until the end of 2021-2022 school years or CDPH or Local Health Guidance remove COVID guidance.

### For the Association:



Dalisay Quitlen, SEA Bargaining Chairperson



Leo Hsu (Aug 17, 2021 10:29 PDT)

Leo Hsu



Lourdes A Renteria (Aug 17, 2021 10:14 PDT)

Lourdes Renteria



John Cox



Cesar Gamez (Aug 17, 2021 13:37 PDT)

Cezar Gamez



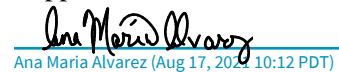
Chad Cooper (Aug 17, 2021 13:29 PDT)

Chad Cooper, Executive Director STCU,  
CTA/NEA

### For the District:



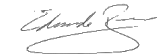
Vernon Moore, Chief of Educ. Equality &  
Support



Ana Maria Alvarez, Asst. Supt, Teaching &  
Learning



Jenny Salkeld, CFO



Eduardo Reyes, Chief Human Resources Officer



Maribel Gavin, Principal



Michelle Sturm-Gonzalez, Director, Special  
Services



Jennifer Carbuccia, General Counsel