


MEMORANDUM OF UNDERSTANDING
Between Sweetwater Education Association (SEA) and
Sweetwater Union High School District (SUHSD)


Addendum to COVID MOU from August 13, 2021
December 1, 2021

This MOU is an addendum to the COVID MOU dated August 13, 2021, to address the matter of leaves and vaccine boosters for employees during the 2021-2022 school year. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff. Parties acknowledge that ESSER funds may be used to provide COVID leave when staff need to isolate or quarantine consistent with CDC guidance.

A. LEAVES

1. Bargaining unit members will be able to work remotely for up to ten (10) days cumulatively, or when they are too sick to do so, to have access to ten (10) COVID-related leave days not to be deducted from accumulated sick leave, if:
 - (a) is unable to work due to government-issued quarantine or isolation order related to COVID-19.
 - (b) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work.
2. Bargaining Unit members who are experiencing symptoms of COVID-19, but are able to work remotely, are seeking diagnosis (COVID-19 molecular test results as soon as possible) and while awaiting results (i.e., the COVID leave is for the period from getting the test until the member gets their results), will be able to work remotely for a period not exceed seventy-two (72) hours. (This provision is not applicable if you are unable to work remotely; sick leave is required.) These days will run concurrently with any state or federally granted COVID-19 emergency sick days. These days are in addition to any days granted by Labor Code 248.2.
3. A Bargaining unit member will be able to work remotely for up to ten (10) days cumulatively or may use the days intermittently when their minor child is COVID positive and is in need of care.
4. A Bargaining unit member may work remotely for up to ten (10) days cumulatively or may use the days intermittently if the member is unable to work due to the need to care for: their minor child due to a COVID-19 related closure of school, or place of care, because of a COVID-19 case on the premises. Such closure must be documented by the school or place of care.



District


SEA

5. A Bargaining unit member may work remotely for up to five (5) days cumulatively or may use the days intermittently if the unit member is unable to work due to the need to care for a family member living in the immediate household of the employee for a period of six (6) months or more who is COVID 19 Positive and is experiencing acute symptoms that require them to need to be monitored. If after exhausting the first five (5) days of working remotely, the member still needs an additional five (5) days) to work remotely, and their principal or supervisor agrees it is in the best interest of the school site for the teacher to continue working remotely, the member may be granted five (5) additional days to work remotely. If the member's extension is denied, the member can access their sick leave for the remaining five (5) days. A member who has exhausted sick leave will have to take differential leave at the 2020-2021 substitute rate for their 50% leave.

For the purpose of this MOU, remote work is defined as synchronous instruction and asynchronous instruction, and daily live interaction with students or as defined in a future remote work MOU. This leave and ability to work remotely will not be in effect unless and until an MOU related to conditions to work remotely is in effect. This addendum shall expire in full without precedence on June 30, 2022, unless extended by mutual written agreement of both parties.

For the Association:



Dalisay Quitlen, SEA Bargaining Chairperson

Leo Hsu

Leo Hsu

Lourdes A. Renteria

[Lourdes A Renteria \(Dec 3, 2021 12:38 PST\)](#)

Lourdes Renteria



John Cox

Chad Cooper

[Chad Cooper \(Dec 3, 2021 12:21 PST\)](#)

Chad Cooper, Executive Director STCU,
CTA/NEA

For the District:



Roberto Rodriguez, Director, Labor Relations



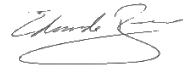
[Vernon Moore \(Dec 3, 2021 13:23 PST\)](#)

Vernon Moore, Chief of Educ. Equality &
Support



[Ana Maria Alvarez \(Dec 6, 2021 09:27 PST\)](#)

Ana Maria Alvarez, Asst. Supt, Teaching &
Learning



Eduardo Reyes, Chief Human Resources
Officer

Jenny Salkeld

Jenny Salkeld, Chief Financial Officer

Maribel Gavin

Maribel Gavin, Principal



[Jennifer Carbuccia \(Dec 3, 2021 12:42 PST\)](#)

Jennifer Carbuccia, General Counsel