

**Memorandum of Understanding between  
La Mesa-Spring Valley Schools (“District”) and La Mesa-Spring Valley Teachers  
Association (“Association,” together with District, “Parties”)  
Regarding Extension of COVID-19 Supplemental Paid Leave  
Date of Full Execution: November 7, 2022**

The District and the Association enter into this Memorandum of Understanding (“MOU”) regarding an extension of the August 4, 2022 MOU Regarding Negotiable Impacts Regarding COVID-19. This MOU shall be in effect from January 1, 2023, through February 28, 2023, unless this MOU terminates sooner pursuant to the terms described below.

1. The District and Association recognize that the August 4, 2022 MOU Regarding Negotiable Impacts Regarding COVID-19 (“Previous MOU”), which provided for supplemental paid COVID-19 leave, will expire on December 31, 2022. Through the execution of this MOU the District and Association intend to provide full-time employees with 80 hours of COVID leave (pro rata for part-time employees), pursuant to Labor Code section 248.6, until February 28, 2023 (rather than terminating that leave on September 30, 2022, as described in section 248.6), unless this MOU terminates sooner pursuant to the terms below.
2. The District shall permit a full-time employee to continue to use a **maximum total of 80 hours of COVID-19 leave** (pro rata for part-time employees) between January 1, 2022, and February 28, 2023, for COVID-19 related purposes and in accordance with the terms described below, as verified by the treating physician or other documentation verifying that the employee is caring for a child whose school, place of care, or child care provider is closed/unavailable, due to a COVID-19 related issue and as limited by the following:
  - a. 40 hours of paid leave between January 1, 2022, and February 28, 2023, for full-time employees (pro rata for part-time) at the employee’s regular rate of pay if:
    - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
    - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
    - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
    - The employee is attending a vaccine or booster appointment for themselves or a family member, or experiencing vaccine-related symptoms or caring for a family member experiencing vaccine-related symptoms (up to a maximum of 24 hours, unless a health care provider verifies that more time is necessary); or
    - The 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.

- b. 40 hours of paid leave between January 1, 2022 and February 28, 2023 (pro rata for part-time) at the employee's regular rate of pay if:
  - The employee is caring for a family member subject to an order or advised to self-isolate; or
  - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions.
- c. The District will administer both leave banks as one 80-hour leave bank per employee.
3. Through this MOU, the Parties intend only to extend the time employees may access COVID leave pursuant to Labor Code section 248.6. Employees who accessed COVID leave pursuant to the Previous MOU or the January 4, 2022 MOU related to COVID leave after January 1, 2022, shall have that leave deducted from their leave entitlement described in paragraph 2. above.
4. The District may require employees to submit evidence in support of their requests to access the leave described in this MOU in accordance with Labor Code section 248.6. The District may deny employee requests to access leave under this MOU if those employees fail or refuse to provide evidence as described in Labor Code section 248.6.
5. Notwithstanding anything to the contrary in the Previous MOU, this MOU shall expire on February 28, 2023. The COVID-19 leave described in this MOU shall not continue beyond February 28, 2023, and shall not accrue either on its own or with any other form of leave. Any unused COVID-19 leave pursuant to this MOU remaining at the end of February 28, 2023, shall not be available for any purpose following that date.
6. If, by operation of law, employees become eligible for additional COVID leave, additional time to access COVID leave, or other more favorable leave rights than those provided pursuant to this MOU, this MOU shall terminate, the District shall implement the requirements imposed by law, and the Parties will convene negotiations at their next earliest opportunity to bargain regarding those changes in law and negotiable impacts related to the same.
7. The provisions of this MOU shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of a past practice for any future purpose. The Collective Bargaining Agreement and any other currently effective MOUs shall remain in full force concerning any and all language not addressed in this MOU.
8. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

9. The Parties recognize that, to be enforceable, this MOU must be approved by the Board of Education.

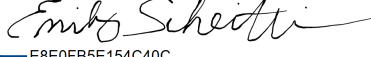
Date: November 7, 2022

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For the Association:

  
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