

Side Letter of Agreement  
Between  
The Hayward Unified School District  
and  
The Hayward Education Association  
Extension of Supplemental Leave (SB-95) through June 30, 2022  
January 13, 2022

**Background**

The California COVID-19 Supplemental Paid Sick Leave (SB 95) law has not been extended by law or order and has not been replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law as of September 30, 2021. COVID-19 related leave continues to be utilized by employees due to continued vaccination requirements, testing, and surge of new variants.

**General Provisions**

The parties agree that the District will extend the use of COVID-19 Supplemental Paid Sick Leave (SB 95) for each unit member until June 2022, end of the 2021-22 school year. If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order, then the parties agree to meet and negotiate the effects of any additions to this supplemental leave provision.

Unit members are entitled to continue the initial ten days or the equivalent of up to 80 hours of this Supplemental Paid Sick Leave issued during the 2020-2021 school year. A new set of ten days will not be issued for the 2021 – 2022 school year.

All other contractual provisions for leave in the HEA CBA Article 11, and Return to In-Person MOU will apply, including;

1. Members shall have access to sick days, personal days and other days of leave contractually referenced in Article 11 Leaves.
2. In the event additional supplemental leave days are requested by a unit member, HEA and HR shall meet to reach consensus on reconciling the use of the days on a case by case basis as needed/requested.
3. All other leave provisions a unit member may request reasonable accommodations for any health condition. In the event consensus cannot be reached regarding a reasonable accommodation the unit member may request leave following provisions in the HEA CBA Article 11 and/or SB 95 Supplemental Leave.
4. Either party reserves the right to negotiate the terms of this agreement or any additional impacts related to this side letter.

For HEA:

For the District:

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Mercedes Faraj,  
HEA President

Date:

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Kim Watts  
Assistant Superintendent, Human  
Resources

Date: