

**Tentative Agreement
Between
The San Diego Unified School District
And
The San Diego Education Association**

November 12, 2020

Expansion of Phase One Appointment Based Onsite Learning for the 2020-2021 School Year

WHEREAS, the Parties agree that the health and safety of our students, staff, families and community is at the forefront of a return to onsite instruction; and

WHEREAS, the Parties reached an Agreement on July 28, 2020 to meet with a mutually agreed to panel of relevant health experts; and

WHEREAS, the Parties met with the panel of experts from the University of California San Diego (UCSD), and SDEA and the District each submitted questions and received written responses from the expert panel; and

WHEREAS, science-based criteria for a safe reopening was developed based on the input from the UCSD panel; and

WHEREAS, return to onsite instruction is contingent upon San Diego County meeting the State criteria to resume onsite instruction; and

WHEREAS, the Parties acknowledge that guidelines, requirements, and procedures may change based on State and/or County guidelines and evolving scientific information; and

WHEREAS, the Parties agree during District-wide online learning to implement a phased in approach of supplemental appointment based onsite learning.

NOW THEREFORE, the Parties agree as follows:

1. Phase One Appointment Based Onsite Learning
 - a. The Parties acknowledge that our students have a wide range of learning needs. In an effort to mitigate learning loss and provide targeted instruction for TK-5 students who need the most support, opportunities for onsite appointment based learning will be considered for students:
 - i. Who received a below standard report card in Spring 2020, as defined below:
 1. Below standard represented by an average academic mark of a 1 or 2 in English Language Arts strands; or
 2. Below standard represented by an average academic mark of a 1 or 2 in Math strands; or

- ii. Who do not have a Spring 2020 report card (incoming TK, K, or new students to the district) and who are not making progress toward grade level standards; or
 - iii. Who have an IEP and:
 - 1. Are not meeting their IEP goals; or
 - 2. Have intense support needs; or
 - iv. Who have been recommended for an initial assessment or require a triennial assessment, and require standardized assessment that cannot be completed online for eligibility.
- b. For students identified pursuant to the criteria in Section 1.a., educators shall review students' progress towards individual goals and grade-level proficiency by analyzing formative assessments, observations, and information gathered from families, in order to propose students who need modifications to online support and/or need onsite appointment based learning opportunities and/or assessments.
- i. Administrators and teachers shall engage with site teams, which may include a counselor, psychologist, nurse, education specialists, related services providers, and/or English Learner coordinator, to collaboratively develop and implement a plan using existing staff and resources to provide support to students identified through this process. The number of students who will be provided appointment based onsite learning is contingent upon available site staff and resources, and may include the recommending educator.
 - ii. Administrators will coordinate with site and central office personnel once students are identified to receive appointment based onsite learning, to make arrangements for transportation, meals, health and safety protocols, and coordination of classroom access, preparedness, and sanitation.
- c. Students identified through the above process will continue to receive online learning, in addition to appointment based onsite learning.
- d. Onsite appointments with students shall be limited to groups of no more than six (6) students in grades TK-3 and eight (8) students in grades 4-5, and in accordance with the health and safety guidelines in this Agreement.
- e. Appointment based onsite learning will occur within the 180 minutes of whole/small group instruction and/or the 60 minutes of additional small group instruction, conferring, and office hours established for classroom teachers in the July 30, 2020 Agreement between the Parties. Phase One appointments may occur in addition to the workday if the participating educator is compensated at the Tutoring Hourly Assignment rate of pay. Prior approval from the appropriate administrator is required for any Phase One appointment occurring in addition to the workday and for such compensation.
- f. Appointment based onsite learning will occur within the 240 minutes of direct and indirect daily instruction/services periods of time established for non-classroom educators in the July 30, 2020 Agreement between the Parties. Phase One appointments may occur in addition to the workday if the participating educator is compensated at the Tutoring Hourly Assignment rate of pay. Prior approval from the appropriate administrator is required for any Phase One appointment occurring in addition to the workday and for such compensation.

- g. SDEA and the District will develop sample schedules to share with school sites.
2. Expansion of Phase One Appointment Based Onsite Learning
- a. Secondary
 - i. The Parties acknowledge that our students have a wide range of learning needs. In an effort to mitigate learning loss and provide targeted instruction for 6th-12th grade students, including TRACE, who need the most support, opportunities for onsite appointment based learning will be considered for students:
 - 1. Who received a D or F in all of their courses:
 - a. On the Quarter 1 final grade report for high school and middle school quarter courses; or
 - b. On the most recent progress report stored for middle school non-quarter courses; or
 - 2. Who are English Learners and not progressing in their language proficiency goals:
 - a. Students earning a D or F in ELD, ALD, or grade-level English courses; or
 - b. Students earning two or more D or F grades; or
 - c. Newcomer students (less than 2 years in the country); or
 - 3. Who have an IEP and:
 - a. Are not meeting their IEP goals; or
 - b. Have intense support needs; or
 - 4. Who have been recommended for an initial assessment or require a triennial assessment, and require standardized assessment that cannot be completed online for eligibility; or
 - 5. Who are enrolled in a VAPA or CCTE course and are at risk of failing the course due to needing access to facilities and/or specialized equipment at the school site to complete assignments. Unit members will coordinate with school site teams to identify times, facilities, and equipment availability.
 - ii. For students identified pursuant to the criteria in Section 2.a.i, Sections 1.b through 1.c of this Agreement shall apply.
 - iii. Onsite appointments with secondary and TRACE students shall be limited to groups of no more than four (4) students, and in accordance with the health and safety guidelines in this Agreement.
 - iv. The District shall provide appropriate workspace for in-person appointments to unit members whose work site is inaccessible.
 - v. Appointment based onsite learning for secondary students will occur pursuant to Sections 1.e and 1.f, of this Agreement.
 - vi. SDEA and the District will develop sample schedules to share with school sites.
 - b. Early Learning Programs
 - i. The Parties acknowledge that early learning students have a wide range of learning needs. In an effort to mitigate learning loss and provide targeted instruction and assessments for students enrolled in the Early Learning

Programs (inclusive of ECSE and ECE), opportunities for onsite appointment based learning will be considered for all students.

- ii. For students identified pursuant to Section 2.b.i, Sections 1.b.i, 1.b.ii, and 1.c of this Agreement shall apply.
 - iii. In-person appointments with students shall be limited to groups of no more than:
 - 1. Infant Program: Three (3) infant students, with parent(s) and/or guardian(s) in attendance with the infant.
 - 2. Toddler School: Three (3) toddler students in the Toddler School program.
 - 3. Pre-School: Four (4) students in Early Learning part-day preschool and grade TK/4.
 - iv. Appointment based onsite learning for 4/TK will occur pursuant to Sections 1.e of this Agreement.
 - v. Appointment based onsite learning for Early Learning part-day program (blended and separate) will occur within the 30 minutes per session of whole group instruction and/or the 45 minutes per session of small group instruction and conferencing established for classroom teachers in the July 30, 2020 Agreement between the Parties. Phase One appointments may occur in addition to the workday if the participating educator is compensated at the Tutoring Hourly Assignment rate of pay for ECSE and the Hourly Assignment rate of pay for ECE. Prior approval from the appropriate administrator is required for any Phase One appointment occurring in addition to the workday and for such compensation.
 - vi. Appointment based onsite learning will occur within the 240 minutes of direct and indirect daily instruction/services periods of time established for non-classroom educators in the July 30, 2020 Agreement between the Parties. Phase One appointments may occur in addition to the workday if the participating educator is compensated at the Tutoring Hourly Assignment rate of pay. Prior approval from the appropriate administrator is required for any Phase One appointment occurring in addition to the workday and for such compensation.
 - vii. SDEA and the District will develop sample schedules to share with school sites.
3. Health and Safety Guidelines for Phase One
- a. Public Health Authorities: The Parties will follow health and safety guidelines established by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), and the recommendations and mitigation factors as contained in the UCSD summary report (attached in Appendix A), with final guidance by the San Diego County Department of Public Health (“County”) for safely opening schools.
 - i. The District will provide unit members with clear and timely communications, policies, and procedures regarding health and safety guidelines that are consistent to all school sites and central office facilities for the circumstances.

- b. Training: To help prevent the spread of COVID-19, prior to any school or central office reopening, the District will train its employees in appropriate measures (public health measures, hygiene, sanitation, etc.) to prevent the spread of the virus and will ensure its facilities (school site or central office) have the necessary District-funded supplies for preventative sanitation measures.
- c. Personal Protective Equipment: The District shall provide all unit members any District-funded Personal Protective Equipment (“PPE”) necessary to complete their work assignment in accordance with the guidance referenced in Section 3.a. above, including but not limited to face masks, face shields, gloves, etc. This also includes physical barriers, when necessary, and cleaning supplies in the workplace. Where there are differences in the guidance referenced in Section 3.a. above regarding the appropriate level of PPE, the District will provide the higher level of PPE recommended for the situation.
- d. Masks: The use of face masks sufficient to cover the mouth, nose, and chin, is required. Mask exceptions may be made for students under two-years of age, as described in Section 3.d.ii below.
 - i. N95 Respirators and Face Shields:
 - 1. Respiratory protection is important for unit members caring for individuals who present COVID-19 like symptoms and are in an isolation space pending travel home. Such unit members shall be provided N95 respirators that are fit tested, if N95s are available to purchase in the community; otherwise, surgical masks, face shields, and other PPE shall be provided.
 - 2. Face shields shall be provided to SDEA members who request it.
 - ii. Students under two-years of age attending appointment based learning outdoors and off-site, who cannot wear a mask may be exempt from the mask requirement of this Agreement, and provided in-person services by staff if the appointment is under one hour in duration, and staff person(s) is provided full personal protective equipment, which must include single-use surgical style face mask, face shield, disposable gown, and gloves.
 - iii. Parent(s) and/or guardian(s) present for in-person Infant Program services must adhere to the masking requirements of this Agreement.
- e. Outdoor settings are encouraged to be utilized for Phase One Onsite Appointments whenever practicable. The Infant & Toddler program and TRACE may meet in public, non-District premises, such as local public parks. When appropriate to meet health and safety protocols, outdoor learning settings on District premises will be coordinated by the site administrator, and set up by the District when equipment is needed.
- f. Visitors: To help prevent the spread of COVID-19, no visitors will be permitted on the school site or in a central office facility unless they are considered an essential visitor.
- g. Health Screenings: Health screenings shall be performed daily for anyone entering a school site or central office in accordance with the guidance referenced in Section 3.a. above. Essential visitors who do not pass the health screening shall be denied entry. Staff and students who do not pass the health screening or begin to display symptoms consistent with COVID-19 during the school day or

- workday will be sent home or sent to an isolation room on site pending travel home. Return to school protocols will follow County guidelines.
- h. Meetings: All meetings involving SDEA members, including those with parents, shall be in an online setting. Professional development shall not take place in person.
 - h. Physical Distancing: Physical distancing of six (6) feet shall be maintained between all individuals. There may be limited scenarios where six (6) feet distance is impractical including, but not limited to, passing in a hallway or viewing students work.
 - i. Congregation: Employees shall not socially congregate in any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms and other workspaces. In accordance with current County guidelines, no social activities shall take place in any workspaces in order to protect the health and safety of all and prevent COVID-19 spread.
 - j. Upon notification that an employee or student has been infected with COVID-19, the District shall work with public health officials and assist with contact tracing and any required notifications.
 - i. The District will provide a weekly summary COVID-19 report to SDEA.
 - ii. SDEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
 - iii. Unit members should report any unsafe working condition to their supervisor. Employees may also make a report to the District's online reporting system. Employees may access the system to monitor the progress of their report.
<https://secure.ethicspoint.com/domain/media/en/gui/55492/index.html>
 - k. Hand Sanitization: The following will be made available:
 - i. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels;
 - ii. Every classroom shall be provided hand sanitizer;
 - iii. Non-classroom workspaces shall be provided hand sanitizer;
 - iv. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
 - v. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked promptly as needed and prior to the beginning of each school day.
 - l. Daily Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces that are occupied by students, educators, and other staff (excluding spaces exclusively used by SDEA member for online instruction only) are disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using a disinfectant on the Environmental Protection Agency List "N".
 - m. Ventilation: The District will follow current guidance referenced in Section 3.a, ensuring ventilation systems operate properly and increase outdoor air circulation as much as possible. All classrooms shall use any combination of mechanical ventilation, natural ventilation, and HEPA air purifiers, as the individual room characteristics dictate, to provide adequate air exchanges. The District shall

ensure all HVAC systems operate on the mode which delivers the most frequent air exchanges per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum extent as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 where systems can accommodate, and changed at the recommended intervals. Portables and/or other rooms without HVAC or means of natural ventilation shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

- i. All areas used as the isolation space/room of individuals presenting COVID-19 symptoms, if indoors, shall be equipped with adequate ventilation with the use of minimal recirculated air. MERV-13 air filters and/or HEPA filters shall be utilized. The District shall make every effort to utilize unassigned rooms that meet the highest minimum standards for ventilation and air circulation when used as an isolation space/room.
- 4. All components of the current Collective Bargaining Agreement, and the July 30, 2020 Agreement, between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
- 5. After meeting the requirements in Section 3.a. and prior to the implementation of Phase One the District shall provide SDEA members with at least two (2) workweeks' notice.
- 6. This agreement is non-precedent setting and only addresses the terms for phase one and phase one expansion of the return to onsite instruction. Terms for subsequent phase(s) shall be subject to bargaining.
- 7. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
- 8. This Agreement shall expire in full without precedent on the last day of the 2020-2021 traditional school year, unless extended by mutual written agreement.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:
Jessica Falk Michelli November 13, 2020
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Kisha Borden November 12, 2020
 4619DD4E67064FF...

 Kisha Borden Date
 President

DocuSigned by:
Acacia Thede November 13, 2020
 0B68238C574B4BF...

 Acacia Thede Date
 Chief Human Resources Officer

DocuSigned by:
Kyle Weinberg November 12, 2020
 D311E9B994F4494...

 Kyle Weinberg Date
 Vice President

DocuSigned by:
Abdul Sayid November 13, 2020
 A05BF18A00CC458...

 Abdul Sayid Date
 Executive Director