

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

June 17, 2021

Impacts and Effects of the 2021-2022 School Year During the COVID-19 Pandemic

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

WHEREAS, schools will reopen onsite instruction in the 2021-2022 school year under the terms and conditions of the Collective Bargaining Agreement between the Parties; and

WHEREAS, the District will offer comprehensive online instruction centrally through a Virtual Academy magnet school under the terms and conditions of the Collective Bargaining Agreement between the Parties.

NOW THEREFORE, the Parties agree as follows:

1. General Safety Protections

- a. The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and with final guidance by the San Diego County Department of Public Health, including, but not limited to:
 - i. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California” webpage: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19-K12-Schools-InPerson-Instruction.aspx#Implementing%20Distancing%20Inside%20and%20Outside%20the%20Classroom>
 - ii. San Diego County Public Health Orders.
- b. All revisions and updates to the above health and safety guidance will be incorporated and followed. If any provision contained in this Agreement conflicts with revised or updated guidelines, best practices will be followed based on recommendations and considerations from San Diego County Department of Public Health or CDPH.
 - i. If there is a conflict between the County Department of Public Health and the California Department of Public Health as it relates to health and safety guidelines related to COVID in schools, the District shall apply the highest minimum standard.

- ii. The District shall make best efforts to implement any updated guidelines within a reasonable period of time after the change.
- 2. COVID-19 Mitigation. The District shall comply with the standards mandated by the State and County Department of Public Health Directives for COVID-19 mitigation, including but not limited to hygiene, distancing, masking, PPE, ventilation, cleaning and disinfecting, symptom screening, visitors, and in person meetings.
 - a. 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, central office facilities, non-district, home hospital, and home-bound education services for the circumstances.
 - b. The District shall actively monitor each campus and work location for compliance with COVID-19 health and safety protocols.
 - i. Unit members who have a safety concern shall report the concern to their site administrator or site custodial staff. If the unit member does not receive a response within one (1) workday, the unit member may complete an online safety reporting form to submit safety concerns.
 - ii. Reports shall go to the site administrator, site BSS, and the District Safety Office. All submitted reports shall be responded to within one (1) workday.
 - c. Contact Tracing
 - i. The District's contact tracing program shall be in writing, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The District's contact tracing program will include:
 - 1. Staff who test positive for COVID-19 shall provide information to District designated contact tracers at a school site or central office location.
 - 2. Rapid notification to identified District sites and separate communication to close contacts in 24 hours or less.
 - 3. District close contacts are contacted and referred to San Diego County Department of Public Health for contact tracing beyond District employees.
 - ii. The District shall partner closely with the San Diego County Department of Public Health for a robust contact tracing program.
 - iii. When the school site nurse receives notification or information of a COVID positive test result, the school site nurse shall:
 - 1. Inform the site administrator of the information and the contact tracing process; and
 - 2. Provide the information to the assigned contact tracer for the cluster, who will conduct the contact tracing investigation.
 - iv. Registered credentialed nurses may submit interest to the Nursing and Wellness department via a Google Form to participate in after-hours contact tracing for additional pay at the Nonclassroom Assignment hourly rate pursuant to Appendix A Section 7.011.
 - d. District Monitoring Program. Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been

- identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home in isolation or quarantine.
- i. For students, site staff will give appropriate guidance on when to return to school based on the most current and up-to-date “San Diego County Office of Education Decision Tree” and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 - ii. Site staff will inform appropriate staff on a need to know basis about student or staff return to school date while maintaining confidentiality whenever possible.
 - iii. Site staff, in consultation with a COVID-19 central office liaison, will notify staff of positive cases and outbreaks, including written communication for general exposure, and written communication to close contacts to the appropriate students and staff members. Written communication shall include a recommendation for COVID-19 testing.
- e. Return to Work Criteria. The District will adhere to Cal-OSHA, CDPH, and San Diego County Department of Public Health guidance for confirmed or suspected cases of COVID-19 in a school or central office work location.
- f. Quarantine and Closures. The Parties will follow the most current and up-to-date health and safety guidelines established by the CDPH for quarantine and closure of classrooms, school sites, and the District, in consultation with the San Diego County Health Department.
- i. Instructional Model for Schools/Classrooms/Individuals Under Quarantine
 1. Educators shall be responsible for submitting and completing any required documentation in order for the District to receive maximum Average Daily Attendance (ADA) apportionment pursuant to Education Code attendance reporting requirements. SDEA retains the right to initiate impact bargaining if new procedures for documenting student attendance is mandated by the State.
 2. If an educator must quarantine regular procedures for obtaining a Visiting Teacher shall apply.
- g. COVID-19 Infections and Quarantine. Upon exhaustion of any available COVID related state or federal emergency leave, unit members required to quarantine as the result of a positive COVID-19 test or as the result of close contact exposure as determined by District or County contact tracing, shall be provided paid leave without having to utilize any accrued personal leave. Unit members shall be required to submit documentation of a positive test result or County notification of close contact exposure in order to access this leave.
- h. Face Masks
- i. The District shall make available disposable surgical masks to staff to wear while on school grounds if they have forgotten a mask.
 - ii. Unit members caring for individuals who present COVID-19 like symptoms and are in an isolation space pending travel home shall be provided surgical masks, face shields, gowns, and gloves.

- iii. The Parties may seek additional guidance related to Cal/OSHA, CDPH, and/or County masking guidelines from relevant UCSD health experts.
- i. Personal Protective Equipment (PPE)
 - i. The District shall ensure that there is an adequate supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive routine deliveries of supplies, and on-demand as requested.
 - ii. Employees shall not share PPE, including but not limited to gloves, goggles, and face shields.
 - iii. Protective barriers may be used in limited scenarios at an individual unit member's workstation.
 - iv. Unit members shall request PPE through the site custodial staff or site administrator. If after speaking with the custodial staff and/or administrator at their site and the unit member is unable to secure PPE, the unit member may contact ppe@sandi.net.
- j. Handwashing. The District will ensure that adequately supplied hand washing stations or hand sanitizer is available and easily accessible in all areas frequented by staff and students.
- k. Shared Equipment and Supplies. Staff shall wipe clean any high touch surfaces on shared supplies and equipment, after their use.
- l. Ventilation. The District will follow current guidance referenced in Section 1, ensuring ventilation systems operate properly and increase outdoor air circulation as much as possible. All District classrooms and workspaces shall use any combination of mechanical ventilation, natural ventilation, and HEPA air purifiers, as the individual room characteristics dictate, to provide adequate air exchanges with the goal of achieving a minimum of five (5) per hour. 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.
 - i. Air filters shall be MERV-13 where systems can accommodate, and changed at the manufacturer's recommended intervals.
 - ii. Portables and/or other rooms without HVAC or means of natural ventilation shall be equipped with low noise HEPA air purifiers with a large enough capacity and flow rate for the square footage of the room. The air filters in these purifiers shall be changed at the manufacturer's recommended intervals.
 - iii. The District shall actively monitor the particulate matter and/or carbon dioxide within school sites and central office facilities.
 - iv. All areas used as the go-home area 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 a go-home area.
- 3. Visitors. Shall adhere to District health and safety protocols while on District sites.
- 4. Meetings. Whenever practicable, all meetings involving SDEA members, including those with parents, shall be in an online setting.

5. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
6. This Agreement is non-precedent setting.
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 be effective starting July 31, 2021, and expire in full without precedent on the last day of the 2021-2022 school year.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 17, 2021
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Jessica Falk Michelli Date
Executive Director, Labor Relations

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Acacia Thede June 17, 2021
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Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

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Kisha Borden Date
President

DocuSigned by:
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Abdul Sayid Date
Executive Director