

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

March 8, 2021

Reasonable Accommodations

WHEREAS, the San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties,” have reached this Memorandum of Understanding (“MOU”); and

WHEREAS, the Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodation for individuals with disabilities unless it would cause undue hardship to the employer; and

WHEREAS, a reasonable accommodation is a change in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities; and

WHEREAS, when the disability and/or the need for accommodation is not obvious, the employer may ask the individual for reasonable documentation about his/her disability and functional limitations; and

WHEREAS, the District’s Human Resource Services Division facilitates the reasonable accommodation process for the District’s employees and distributed the process to all employees via [Administrative Circular No. 25 on November 26, 2020](#).

NOW THEREFORE, the Parties agree as follows:

1. If any unit member requires an accommodation to perform the essential functions of their position, the employee will make notification to the District and the Chief Human Resources Officer or designee, who will schedule a meeting in a timely manner to engage in an informal process to clarify the members’ individual needs and identify the appropriate reasonable accommodation, if any (Exhibit A).
 - a. Potential accommodations options that may be considered for unit members, identified pursuant to Section 1 above, may include but are not limited to:
 - i. Purchasing or modifying equipment or products,
 - ii. Making work-site accessible,
 - iii. Modifying schedule and allowing leave time,
 - iv. Modifying methods (e.g., tests, communication, training),

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in the final Agreement.

- v. Reassignment or transfer,
 - vi. Eliminating, reducing, or substituting less critical, non-essential job functions,
 - vii. Remote work agreement between the District and employee that may allow for provision of online instruction and/or services.
2. A unit member who does not have a disability, but would like to request a modification to their work due to demonstrable hardships, including but not limited to being a caregiver for a child or other family member who is at increased risk of severe illness from COVID-19, must make the appropriate notice to Human Resources in order to assist in identifying options.
 3. Unit members have the right to have a representative present as part of the process in Sections 1 or 2.
 4. The Parties agree to bargain over a potential children in the workplace policy as part of bargaining the instructional model.
 5. All components of the current Collective Bargaining Agreement between the Parties 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 expire in full without precedent on June 30, 2021.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:
Jessica Falk Michelli March 14, 2021

 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Kisha Borden March 14, 2021

 Kisha Borden Date
 President

DocuSigned by:
Acacia Thede March 14, 2021

 Acacia Thede Date
 Chief Human Resources Officer

DocuSigned by:
Kyle Weinberg March 14, 2021

 Kyle Weinberg Date
 Vice President

DocuSigned by:
Abdul Sayid March 14, 2021

 Abdul Sayid Date
 Executive Director

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in the final Agreement.