

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

February 4, 2021

Increasing Participation in 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; and

WHEREAS, the Parties reached Agreements for Phase One Appointment Based Learning on August 25, 2020 and Expansion of Phase One Appointment Based Learning on November 12, 2020; and

WHEREAS, the Parties desire to increase the number of students participating in Phase One Appointment Based 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 **during any grading period in the 2020/2021 school year**, 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 **have not received a report card for any grading period during the 2020/2021 school year** (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; or
 - v. **Students who need social and/or emotional services including, but not limited to, students who require support to meet IEP behavior goals; are identified as youth in foster care, experiencing homelessness, or are military connected; are chronically absent; or have been referred for mental health services by staff; or**
 - vi. **Students who are experiencing connectivity issues which prevent them from successfully engaging in online learning; or**
 - vii. **Students who are English Learners and are not progressing in their language proficiency goals.**
- b. For students identified pursuant to the criteria in Section 1.a., educators shall review **data provided by the District** and students' progress towards individual goals and grade-level proficiency by analyzing formative assessments, observations, and information gathered from families, in order to **provide** 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. **The District will fund the cost of the Tutoring Hourly Assignment rate of pay for educators conducting appointments in addition to the workday as described in this section, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.**
 - 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. **The District will fund the cost of the Tutoring Hourly Assignment rate of pay for educators conducting appointments in addition to the workday as described in this section, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.**
 - 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 **during any grade reporting period, progress or final, during the 2020/2021 school year.**
 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; or
 6. **Students who need social and/or emotional services including, but not limited to, students who require support to meet IEP behavior goals; are identified as youth in foster care, experiencing homelessness, or are military connected; are chronically absent; or have been referred for mental health services by staff; or**
 7. **Students who are experiencing connectivity issues which prevent them from successfully engaging in online learning.**
- 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. **The District will fund the cost of the Tutoring Hourly Assignment rate of pay (and Hourly Assignment rate of pay for ECE) for educators conducting appointments in addition to the workday as described in this section, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.**

- 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. **The District will fund the cost of the Tutoring Hourly Assignment rate of pay for educators conducting appointments in addition to the workday as described in this section, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.**
- vii. SDEA and the District will develop sample schedules to share with school sites.

3. Learning and Classroom Labs

a. Learning Lab

- i. **Staff: Learning Labs may be staffed by Visiting Teachers, and may have an additional staff person.**
- ii. **Students: Students who are eligible for appointment-based learning (identified by Section 1.a and 2.a.i).**
- iii. **Learning Lab Student Cohort Limits:**
 - 1. No more than fourteen (14) students in Grades TK-5.
 - 2. No more than ten (10) students in Grades 6-12 when utilizing a traditional classroom setting, and no more than fourteen (14) students when utilizing outdoor or large indoor spaces.
- iv. **The daily schedule of Learning Labs shall at minimum be inclusive of the entirety of the instructional time before lunch.**
- v. **The provision of IEP services shall be taken into consideration when designing learning lab student cohorts.**
- vi. **Learning Lab Visiting Teacher Pay. The District shall compensate visiting teachers at the long-term rate of pay for supervising Learning Labs. The role of the visiting teacher will be to supervise students engaged in online synchronous instruction and provide tutoring pursuant to the *Use of Visiting Teachers to Support Phase 1* guidance issued by the Human Resource Services Division ([Exhibit A](#)) while students engage in synchronous and asynchronous learning.**

b. Classroom Lab

- i. **Staff: Classroom Labs are staffed by volunteer classroom or non-classroom educators, and may have an additional staff person.**

- ii. **Students:** Students on an educator’s roster or caseload who are eligible for appointment-based learning (identified by Section 1.a and 2.a.i). Educators are not precluded from including additional students at their discretion.
 - iii. **Classroom Lab Student Cohort Limits:**
 - 1. No more than fourteen (14) students in Grades TK-5.
 - 2. No more than ten (10) students in Grades 6-12 when utilizing a traditional classroom setting, and no more than fourteen (14) students when utilizing outdoor or large indoor spaces.
 - iv. Each educator overseeing a Classroom Lab shall determine the number of students in the Classroom Lab and number of days per week that the Classroom Lab is occurring. The number of students in the Classroom Lab shall not exceed the above limits.
 - v. The daily schedule of Classroom Labs shall at minimum be inclusive of the entirety of the instructional time before lunch.
 - c. The Learning and Classroom Labs shall be in conformance with [California Department of Public Health \(CDPH\) Guidance Related to Cohorts](#). Students will not move classrooms and will remain with the same educator(s) for the duration of the Classroom or Learning Lab, except for as provided by Section 3.g. below.
 - d. Students attending onsite learning and classroom labs will continue to receive online synchronous instruction from their classroom teacher.
 - e. Site administrators maintain discretion to select unutilized spaces for use of learning labs including, but not limited to, outdoor spaces, common areas, and classrooms, in accordance with health and safety guidelines and in collaboration with PPO. Unit members may choose to work from their own workspace and will be prioritized in the utilization of their workspace.
 - f. Any indoor space utilized for Phase One instruction/services shall be limited to one cohort at a time, in accordance with health and safety guidelines.
 - g. Non-classroom educators providing onsite specialized services for cohorted Classroom or Learning Lab students may do so with students from different cohorts, if the services are provided one-on-one.
4. **Supporting the Implementation of Phase One Appointment Based Learning**
- a. **Joint Communication.** The Parties will issue joint communication and commit to providing ongoing and up-to-date education to staff and families around the onsite opportunities available during Phase One and the health and safety protocols in place, including the availability of personal protective equipment (PPE), COVID-19 testing, and vaccinations.
 - b. **Children in the Workplace.** Pursuant to the October 28, 2020 Agreement, the Parties reached agreement on a policy that allows unit members participating in Phase One appointments to bring their child/children to the workplace.
 - i. In addition to the Children in the Workplace policy, unit members providing services during Phase One, who do not have other childcare options, may bring their school age child/children to work with them.

If necessary, children of staff members will be supervised in accordance with health and safety guidelines based on available staff.

5. 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 5.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 5.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 5.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. **An additional staff member may support instruction/services during Phase One instruction/services.**
- h. 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 5.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.
- i. 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 Cleaning/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 **cleaned** daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures. **Workspaces will be disinfected in accordance with current health and safety guidance** using a disinfectant on the Environmental Protection Agency List “N”.
 - m. **Ventilation**: The District will follow current guidance referenced in Section 5.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.
6. **The District intends to present an additional proposal related to Phase One implementation after San Diego County opens COVID-19 vaccination to educators (Phase 1B-Tier 1).**
7. 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.
8. 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.

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9. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
10. This Agreement shall expire in full without precedent **at the start of Phase Two** or on the last day of the 2020-2021 traditional school year, **whichever comes first**, unless extended by mutual written agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli February 5, 2021
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede February 5, 2021
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Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

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Kisha Borden February 4, 2021
4619BD4E670B4FF...

Kisha Borden Date
President

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Kyle Weinberg Date
Vice President

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Abdul Sayid Date
Executive Director