Agreement between the

San Diego Unified School District and San Diego Education Association

2022-2023 Virtual Academy

November 10, 2022

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this Side Letter Agreement related to the Virtual Academy for the 2022-2023 school year.

WHEREAS, the default schooling setting for students will be in-person for the 2022-2023 school year; and

WHEREAS, there exists a need to continue an alternative to the default setting for those students who may wish to remain online; and

WHEREAS, the Virtual Academy will not offer all specialized programs such as Early Learning, Dual Language, International Baccalaureate (IB), and/or STEAM/VAPA Magnet; and

WHEREAS, Virtual Academy class sizes shall adhere to Section 13.2 (Elementary) and Section 13.3 (Secondary) of the CBA, and SDEA unit members who teach self-paced courses in iHigh Independent Study shall continue to have a student roster in accordance with Section 13.5 of the CBA.

NOW THEREFORE, the Parties agree to the following:

- 1. The District shall provide a centralized location within the SDUSD boundary where Virtual Academy staff may:
 - a. Disperse supplies and educational materials to students and their families
 - b. Pick up supplies for themselves or their students
 - c. Have access to a mailbox
- 2. Educators shall report onsite on a daily basis in accordance with Section 8.5 of the Collective Bargaining Agreement, and shall have an assigned workspace to provide instruction and to store and distribute educational materials.

- a. The requirement for each Virtual Academy educator to report onsite on a daily basis shall begin no earlier than November 28, 2022, and after the requirements in Sections 3 and 4 are met for their assigned workspace, whichever date is later.
 - i. During the week of November 14-18, 2022, educators are required to walk their assigned workspace with a Virtual Academy administrator in order to review and verify that the requirements in Sections 3 and 4 have been met. If the educator identifies a requirement in Section 3 or 4 that has not been met in their assigned workspace, the educator will begin working onsite from their assigned workspace the day after the requirement has been met, if later than November 28, 2022.
 - ii. The District provided educators one (1) workday to be utilized for moving into their new classroom/workspace. An individual educator who requires additional move-in time shall arrange the additional time with a Virtual Academy administrator.

3. Facilities Requirements

- a. The District shall provide:
 - i. each Virtual Academy regular classroom teacher their own grade-level appropriate classroom (e.g. regular classroom teachers serving elementary students placed at an elementary school, secondary at a secondary school), that is not shared with before/after-school programs or other staff, unless agreed to by the educator, and
 - ii. each Virtual Academy non-classroom educator their own classroom or workspace, that is not shared with before/after-school programs or other staff, unless agreed to by the educator, and
 - iii. classrooms equipped with internet connectivity and/or WiFi.

4. Equipment Requirements

- a. The District shall provide each educator with an i21 Suite inclusive of a:
 - i. laptop,
 - ii. necessary computer adapters,
 - iii. desk,
 - iv. office chair,
 - v. smartboard (e.g. Boxlight, Promethean Board), and
 - vi. technology with the ability to project documents (e.g. document camera, webcam).
- b. Upon request, an educator will also be provided up to two (2) computer monitors and/or a headset with microphone. Educators requesting two computer monitors will be provided a docking station, or similar device, if required for connectivity.
- 5. With approval from the site administration, Virtual Academy unit members may work remotely in circumstances that do not prevent the educator from fulfilling their responsibilities.

- 4. 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.
- 5. This Agreement is non-precedent setting.
- 6. This Agreement shall expire in full without precedent on the last day of the 2022-2023 school year.

FOR SDEA:

FOR THE DISTRICT:

Jessica Falk Michelli November 10, 2022

Jessica Falk Michelli Date

Executive Director, Labor Relations

November 10, 2022

Kyle Weinberg Date

President

Docusigned by:

November 10, 2022

November 10, 2022

Sara Holerud November 10, 2022

Field Organizer

Docusigned by:

Meghann Hughes

November 10, 2022

Date

Virtual Academy Association Representative Docusigned by:

H. Jiffany Cuellar November 10, 2022

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Tiffany Cuellar

Date

Virtual Academy Council Representative