

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

April 22, 2022

**Impacts and Effects of AB 130 and AB 167 Related to Independent Study for the 2021-2022
School Year**

WHEREAS, the Parties remain committed to providing our students with a quality education and connection to the school community throughout the pandemic, while minimizing disruptions in learning for both students and educators; and

WHEREAS, the continued presence of COVID in our communities creates the potential need for students to isolate at home due to being a close contact or as a result of a positive COVID test; and

WHEREAS, the state adopted specific laws (AB 130 and AB 167), which adjust Independent Study (IS) requirements and includes specific mandates that local education agencies must adhere to for the 2021-2022 school year; and

WHEREAS, the Parties reached an agreement on June 17, 2021 wherein the Parties agreed that for the 2021-2022 school year, 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; and

WHEREAS, pursuant to state requirements, a completed Independent Study contract is required to receive ADA when a student is out for longer than three days; and

WHEREAS, the educator of record must complete an Independent Study contract for a student who will be out for more than three days when requested by the parent/guardian; and

WHEREAS, the law (AB 130 and AB 167) also requires live instruction and/or interaction, including two-way communication between the student and the educator, for students participating in Independent Study for fifteen (15) or more cumulative instructional days within a school year; and

WHEREAS, the Parties have bargained in good faith the impacts and effects of the implementation of AB 130 and AB 167.

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NOW THEREFORE, the Parties agree as follows:

1. Educators shall have access via PowerSchool to view the student(s) on their roster or caseload who are required to isolate, quarantine, or are absent due to COVID related symptoms.
2. For purposes of providing continuity of learning, the school site shall notify an impacted educator in writing (including email) when a student(s) on their class roster or caseload has requested an Independent Study (IS) contract.
 - 2.1. For purposes of preparing educators to deliver live synchronous instruction or live interaction, the school site shall notify an impacted educator in writing (including email) once a student on their class roster or caseload has been on an Independent Study (IS) contract for nine (9) cumulative days and will exceed fifteen (15) days during the duration of the current IS contract.
3. Independent Study contracts, regardless of length, shall be provided at the student's school of record. Live synchronous instruction, and live interaction for grades 4-8, is required to be provided to a student participating in Independent Study for fifteen (15), or more, cumulative instructional days within the 2021-2022 school year.
 - 3.1. If a family requests an Independent Study contract for reasons not related to illness, quarantine, or family emergency, they shall be notified via the independent study contract of the limitations related to live instruction and the requirement to maintain satisfactory educational progress per AB 130 and AB 167. Students who are unable to maintain satisfactory educational progress after the school site has initiated a tiered re-engagement process shall return to in-person learning.
4. Independent Study contracts shall be aligned with the instruction and learning expectations provided to students onsite during the time a student is on Independent Study.
5. Educator(s) may provide live synchronous instruction during the regular class periods or after school within the educator's 8-hour workday provided that the schedule of live synchronous instruction will be developed collaboratively between the educator and administrator, with final approval by the administrator to ensure access to instruction for all students, avoid conflicts with other classes, and minimize disruptions to school site operations and scheduled site commitments (i.e. staff meetings, professional development, PLC, IEP meetings, etc.). The amount of live instruction provided by educators shall be at the discretion of the educator, or IS co-teacher of record, in accordance with the requirements of AB 130 and AB 167 as follows:
 - 5.1. TK-3: Daily live instruction provided by the educator or IS co-teacher of record.
 - 5.2. 4-12: Weekly live instruction provided by each educator or IS co-teacher of record.
 - 5.2.1. For grades 4-8 daily live interaction is additionally required by AB 130 and AB 167, which may be provided by the classroom educator, non-classroom educator, or other non-certificated staff member.
 - 5.3. For all grade levels (TK-12), non-classroom educators and service providers shall deliver live services at the frequency and amount indicated in the student's Independent Study contract and documented in the student's amended IEP.

6. Volunteer IS Co-Teachers: Educators will have access to a list of available colleagues to contact who are willing to serve as an IS co-teacher for the purposes of providing live instruction to students on their roster/caseload under the following conditions:
 - 6.1. At the site level, a grade level or subject area educator may arrange with a volunteer from their school site who is credentialed and qualified to serve as the educator of record providing live instruction. These classroom educators shall serve temporarily as an IS co-teacher.
 - 6.1.1. IS co-teacher assignments shall be prioritized at the same grade level of the IS co-teacher's current assignment. In the event there is not a volunteer at the same grade level, elementary educators assigned as IS co-teachers for the purposes of delivering live instruction may only do so for students within a maximum of two sequential grade levels (e.g. K-1, 2-3, 4-5).
 - 6.2. If a specialized subject area teacher (e.g. Education Specialists, VAPA or CCTE) is a singleton teacher (i.e. the only teacher at the site who is credentialed and qualified to teach the subject) at their school site, they may arrange with a volunteer from a list of available colleagues within their subject area among all credentialed and qualified District staff to serve as the educator of record providing live instruction. Mutual agreement must be reached by both the educators and administrators for this arrangement. The designated educator shall serve temporarily as an IS co-teacher.
 - 6.3. Non-classroom educators may arrange with a volunteer from a list of available colleagues within their subject area among all credentialed and qualified District staff to serve as the educator of record providing live instruction. Mutual agreement must be reached by both the educators and the administrator for this arrangement. The designated non-classroom educator shall serve temporarily as an IS co-teacher.
 - 6.4. Students temporarily assigned to the IS co-teacher for live instruction shall not count towards the IS co-teacher's total class size, caseload, or number of preparations.
 - 6.5. The educator of record shall work with the IS co-teacher to ensure continuity of instruction and/or services and will provide students with the schedule and directions for accessing live instruction.
 - 6.6. The IS co-teacher shall provide continuity of instruction/services, and if unavailable or unable to do so, the educator of record shall resume live instruction responsibilities.
7. Retroactive Compensation for AB 130 Work Completed September 2021 Through April 2022: Educators at District non-Independent Study designated school sites who provided live instruction, interaction, and/or services pursuant to an IEP to student(s) on Independent Study contracts that exceeded fifteen (15) cumulative school days in September 2021 through April 2022 shall be provided one of the monthly stipends as outlined in Sections 7.1, 7.2 or 7.3 for the months they provided such instruction/interaction as follows:
 - 7.1. TK-3 classroom and non-classroom educators (i.e. Education Specialists) who provided daily live instruction, including IEP services, to student(s) on their roster will be eligible to receive a five-hundred dollar (\$500) stipend per month, starting in September 2021 through April 2022, in the months that they provided such

instruction. Classroom and non-classroom educators will receive the stipend based on the Independent Study contract dates documented in PowerSchool.

- 7.1.1. 4th and 5th grade classroom educators who provided daily live instruction via videoconferencing, telephone, or in-person to fulfill the daily interaction requirement for students on their roster will be eligible to receive a five-hundred dollar (\$500) stipend per month, starting in September 2021 through April 2022, in the months that they provided such instruction. Classroom educators will receive the stipend based on the Independent Study contract dates documented in PowerSchool.
- 7.2. 4-12 classroom and non-classroom educators (i.e. Education Specialists) (excluding those who qualify pursuant to Section 7.1.1) who provided weekly live instruction, including IEP services, to student(s) on their roster will be eligible to receive a two-hundred dollar (\$200) stipend per month, starting in September 2021 through April 2022, in the months that they provided such instruction. Classroom and non-classroom educators will receive the stipend based on the Independent Study contract dates documented in PowerSchool.
- 7.3. Independent Study Contract Services Pursuant to an IEP:
 - 7.3.1. Weekly Services: Non-classroom IEP service providers (i.e. SLP, School Psychologist, APE, etc) who provided weekly independent study IEP services to a student pursuant to an IEP will be eligible to receive a two-hundred-dollar (\$200) stipend per month, starting in September 2021 through April 2022, in the months that they provided such services. Educators will receive the stipend based on the Independent Study contract dates documented in PowerSchool and a copy of the IEP where services were documented.
 - 7.3.2. Services More Than One Day Per Week: Non-classroom IEP service providers (i.e. SLP, School Psychologist, APE, etc) who provided independent study IEP services more than one day per week to a student pursuant to an IEP will be eligible to receive a five-hundred-dollar (\$500) stipend per month, starting in September 2021 through April 2022, in the months that they provided such services. Educators will receive the stipend based on the Independent Study contract dates documented in PowerSchool and a copy of the IEP where services were documented.
- 7.4. The Parties will review the list of qualifying individuals and resolve discrepancies.
8. Compensation for AB 130 Work Effective May 2, 2022 Through June 14, 2022: Educators at District non-Independent Study designated school sites who provide live instruction, interaction, and/or services pursuant to an IEP to student(s) on Independent Study contracts that exceeded fifteen (15) cumulative school days in May 2022 through the end of the regular school year in June 2022 shall be compensated as follows:
 - 8.1. TK-3 classroom educators who provide daily live instruction via videoconferencing to student(s) on their roster will be eligible to receive up to one (1) hour of daily pro-rata pay in the months that they provide such instruction and associated IS contract work. Classroom educators will receive the pro-rata pay upon completion and submission of a monthly timecard. The timecard must reflect the number of daily instruction minutes provided and include a copy of the

- live instruction attendance log to verify the amount of live instruction minutes and which students participated in the live instruction.
- 8.1.1. 4th and 5th grade classroom educators who provide daily live instruction via videoconferencing to fulfill the daily interaction requirement for students on their roster will be eligible to receive up to one (1) hour of daily pro-rata pay in the months that they provide such instruction and associated IS contract work. Classroom educators will receive the pro-rata pay upon completion and submission of a monthly timecard. The timecard must reflect the number of daily instruction minutes provided and include a copy of the live instruction attendance log to verify the amount of live instruction minutes and which students participated in the live instruction.
 - 8.2. 4-12 classroom educators (excluding those who qualify pursuant to Section 8.1.1) who provide weekly live instruction via videoconferencing to student(s) on their roster will be eligible to receive up to one (1) hour of weekly pro-rata pay in the months that they provide such instruction. Classroom educators will receive the pro-rata pay upon completion and submission of a monthly timecard. The timecard must reflect the number of daily instruction minutes provided and associated IS contract work and include a copy of the live instruction attendance log to verify the amount of live instruction minutes and which students participated in the live instruction.
 - 8.2.1. 6-12 classroom educators may receive payment for up to three (3) hours of weekly instruction based on the number of educator preps.
 - 8.3. Non-classroom IEP educators and service providers who provide independent study IEP services to a student via live videoconferencing pursuant to an IEP will be eligible to receive up to one (1) hour of pro-rata pay for each day in the months that they provide such services and associated IS contract work. Educators will receive the pro-rata pay upon completion and submission of a monthly timecard. The timecard must reflect the number of daily minutes providing IEP services, and include a copy of the Independent Study contract dates documented in PowerSchool, and a copy of the IEP where services were documented.
 - 8.4. The educator of record, or Independent Study co-teacher of record, shall provide the site administrator with access to their live instruction Zoom link.
9. The District shall maintain access to District-wide digital Independent Study contract and assignment tracking system(s), such as Seesaw, Google Classroom, Canvas, and PowerSchool Gradebook, to reduce workload associated with evaluating and accounting for the work of students on Independent Study contracts.
 10. The Parties recognize that the District's Acceptable Use / Use of Technology Policies (AP 7039 and BP 6163.4, inclusive of all exhibits) are in effect for District staff and students.
 11. All components of the current Collective Bargaining Agreement, and the Impacts and Effects of the 2021-2022 School Year During the COVID-19 Pandemic Agreement dated June 17, 2021, between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
 12. This Agreement is non-precedent setting.
 13. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.

14. This Agreement shall be effective beginning September 20, 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 April 25, 2022
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede April 25, 2022
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Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:
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Kisha Borden Date
President

DocuSigned by:
Kyle Weinberg April 25, 2022
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Kyle Weinberg Date
Vice President

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Abdul Sayid Date
Executive Director