

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

February 22, 2021

Path to Safely Restarting Required Unit Member In-Person Instruction/Services

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

NOW THEREFORE, the Parties agree as follows:

1. Three Criteria to Require Unit Members' In-Person Instruction/Services:
 - 1.1. Onsite Mitigation Factors. 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 from the UCSD summary report, with final guidance by the San Diego County Department of Public Health ("County") for safely opening schools.
 - 1.2. County Risk Level. Onsite instruction shall commence and all staff shall return onsite when San Diego County risk level enters the Red Tier as currently defined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy. The Parties shall return to the bargaining table if the CDPH criteria for risk level tiers changes.
 - 1.3. COVID Vaccinations.
 - 1.3.1. Prior to reporting in-person to District schools or worksites for required instruction/services with students, unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule.
 - 1.3.2. The District shall actively support and assist the San Diego County Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:
 - 1.3.2.1. The Parties shall each communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;
 - 1.3.2.2. The Parties shall each provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates

and shall encourage them to be vaccinated against COVID-19;

1.3.2.3. Unit members may utilize 2-hour personal business leave in accordance with Administrative Procedure 7134 to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of personal business leave in order to be vaccinated.

2. Onsite Training and Unit Member Preparation. Unit members shall return onsite prior to students returning. Onsite training related to health, safety, and site procedures, and unit member preparation will occur one week prior to students returning onsite.
3. Instructional Models. School sites shall provide instruction to ensure continuity of learning for students remaining online and those choosing to attend onsite instruction.
4. The Parties will continue to bargain the impacts and effects of the specific details of educator return.
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 expire in full without precedent on the last day of the 2020-2021 traditional school year, unless extended by mutual written agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli February 23, 2021
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Acacia Thede February 23, 2021
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 Acacia Thede Date
 Chief Human Resources Officer

FOR SDEA:

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Kisha Borden February 23, 2021
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 Kisha Borden Date
 President

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Kyle Weinberg February 23, 2021
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 Kyle Weinberg Date
 Vice President

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Abdul Sayid February 23, 2021
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 Abdul Sayid Date
 Executive Director