

**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:

DocuSigned by:
Kisha Borden February 23, 2021
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 Kisha Borden Date
 President

DocuSigned by:
Kyle Weinberg February 23, 2021
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 Kyle Weinberg Date
 Vice President

DocuSigned by:
Abdul Sayid February 23, 2021
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 Abdul Sayid Date
 Executive Director

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

March 12, 2021

Health and Safety for Onsite Instruction

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

WHEREAS, the Parties acknowledge agreement to “Information and Input from Relevant Health Professionals”, dated July 28, 2020, wherein the bargaining teams met with mutually agreed to, and relevant, health experts, in order to inform the Parties’ negotiations on health and safety criteria for the reopening of in-person instruction; and

WHEREAS, the Parties acknowledge agreement to “COVID-19 Testing”, dated December 1, 2020, inclusive of the District’s comprehensive COVID-19 Testing Plan; and

WHEREAS, the Parties acknowledge agreement, dated December 1, 2020, to changes in the health screening process for accessing the worksite; and

WHEREAS, the Parties acknowledge agreement to health and safety conditions as detailed in the “Increasing Participation in Phase One Appointment Based Onsite Learning for the 2020-2021 School Year” agreement, dated February 4, 2021; and

NOW THEREFORE, the Parties agree as follows:

1. General Safety Protections

- a. The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and with final guidance by the San Diego County Department of Public Health, including, but not limited to:
 - i. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, dated January 14, 2021.
 - ii. San Diego County Public Health Order date February 6, 2021.

- b. All revisions and updates to the above health and safety guidance will be incorporated and followed. If any provision contained in this Agreement conflicts with revised or updated guidelines, best practices will be followed based on recommendations and considerations from San Diego County Department of Public Health or CDPH.
 - c. 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.
 - d. The District shall actively monitor each campus and work location for compliance with COVID-19 health and safety protocols.
 - i. Unit members who have a safety concern shall report the concern to their site administrator or site custodial staff. If the unit member does not receive a response within one (1) work day, the unit member may complete an online safety reporting form to submit safety concerns.
 - ii. Reports shall go to the site administrator, site BSS, and the District Safety Office. All submitted reports shall be responded to within one (1) workday.
2. Protocol for Monitoring COVID-19 Symptoms and Positive Cases
- a. COVID-19 symptom screenings shall be required daily for anyone entering a school site or central office in accordance with the guidance referenced in Section 1 above. Students and staff who do not pass symptom screening or who become symptomatic during the day will be sent home immediately. Such students and staff will wait in a separate go-home area pending travel home. The District shall provide all staff supervising individuals in the go-home area with required PPE.
 - b. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
 - c. The District's contact tracing program shall be in writing, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The District's contact tracing program will include:
 - i. Staff who test positive for COVID-19 shall provide information to District designated contact tracers at a school site or central office location.
 - ii. Rapid notification to identified District sites and separate communication to close contacts in 24 hours or less.
 - iii. District close contacts are contacted and referred to San Diego County Department of Public Health for contact tracing beyond District employees.
 - d. The District shall partner closely with the San Diego County Department of Public Health for a robust contact tracing program.
 - e. District Monitoring Program. Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home in isolation or quarantine.

- i. For students, site staff will give appropriate guidance on when to return to school based on the most current and up-to-date “ San Diego County Office of Education Decision Tree” and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 - ii. Site staff will inform appropriate staff on a need to know basis about student or staff return to school date while maintaining confidentiality whenever possible.
 - iii. Site staff, in consultation with a COVID-19 central office liaison, will notify staff of positive cases and outbreaks, including written communication for general exposure, and written communication to close contacts to the appropriate students and staff members. Written communication shall include a recommendation for COVID-19 testing.
 1. Notice for general exposure shall include anyone within a classroom, stable groups, or other congregate settings.
 - f. Union Notification. Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:
 - i. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers’ compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
 - ii. The cleaning and disinfecting plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
 - g. Return to Work Criteria. The District will adhere to Cal-OSHA, CDPH, and San Diego County Department of Public Health guidance for confirmed or suspected cases of COVID-19 in a school or central office work location.
 - h. Quarantine and Closures. The Parties will follow the most current and up-to-date health and safety guidelines established by the CDPH for quarantine and closure of classrooms, school sites, and the District, in consultation with the San Diego County Health Department.
 - i. For reference, the CDPH closure criteria is attached as Appendix A, and may change as updated by CDPH. The District shall provide guidelines regarding the criteria and considerations for closing individual classrooms and shall be attached as Appendix B.
3. COVID Hygiene. The District shall comply with the COVID-19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives.

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a. Physical Distancing

- i. Shared Spaces. Staff in shared work or school spaces (other than classrooms) will allow for 6 feet of distancing.
- ii. Non-classroom educators: Where 6 feet distance is not possible when working with students, the site administrator shall provide the unit member with an alternate workspace.
- iii. Classrooms. At a minimum, classrooms will follow CDPH guidelines for classroom configurations. To the extent possible, classroom configurations will maximize the classroom space to allow for students opting to return to onsite instruction.
 1. Student chairs will be no closer than 6 feet from the teacher's desk or the teaching area.
 2. Classroom configurations shall be arranged to maximize the amount of space between student chairs based on the total number of students in the classroom.
 - a. Student chairs shall be positioned at least 6 feet away from one another.
 - b. When 6 feet of distance between student chairs is not possible, the site will make a good-faith effort by:
 - i. providing alternative classroom desks to allow for 6 feet of distance, if available.
 - ii. considering the use of other larger indoor spaces or outdoor space options to maximize distance between student chairs.
 - iii. providing an additional HEPA air purification unit.
 - c. Under no circumstance should the distance between student chairs be less than 5 feet.
- iv. Persons on school grounds, including students and staff, will not be allowed to congregate in staff rooms, break rooms, entrances, exits, hallways, or other common areas. At places where students and staff congregate or wait in line, the District shall mark spots on the floor or the walls 6 feet apart to indicate where to stand.

b. Face Masks

- i. The District shall make available disposable surgical masks to staff to wear while on school grounds if they have forgotten a mask. District shall provide reusable cloth face masks to staff.
- ii. Unit members caring for individuals who present COVID-19 like symptoms and are in an isolation space pending travel home 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.
 1. Whether or not a surgical mask or N95 is worn, a face shield shall be provided as additional protection for occasions when the unit member is in close proximity to a symptomatic individual, in order to protect their eyes and other parts of the face.

- iii. All adults and students 2 years of age and older must wear face masks over both their nose and mouth at all times on campus. A face mask should only be removed for meals, snacks, when it needs to be replaced, or other outdoor mask breaks.
 - 1. The District shall make every effort to arrange for meals to be consumed outdoors, weather permitting.
 - 2. There may be circumstances where a student with a disability may need a mask accommodation in order to participate onsite. The goal of this process is to ensure that the unique needs of students are considered as accommodations are identified and determined. Sites will engage in the reasonable accommodation process. Where indicated, utilization of outdoor spaces and/or additional PPE may be provided to unit members.
 - a. The District shall provide the ISHP template for mask accommodations that include potential additional safety mitigations (Appendix C) for indoor settings where a student has received a mask accommodation.
 - 3. In accordance with CDPH guidelines, staff who are unable to wear masks shall engage in the reasonable accommodations process as outlined by the District's Human Resources Division.
 - 4. 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.
 - a. Unit members working with the Infant & Toddler program and TRACE shall be provided full PPE including but not limited to single use surgical style face mask, face shield, disposable gown, and gloves, when requested.
 - b. Parent(s) and/or guardian(s) present for in-person Infant Program services must adhere to the masking requirements of this Agreement.
- iv. The District shall create updated policies and procedures related to proper mask usage for staff and students.
- c. Handwashing. The District will ensure that adequately supplied hand washing stations or hand sanitizer is available and easily accessible in all areas frequented by staff and students.
- d. Personal Protective Equipment (PPE)
 - i. The District shall ensure that there is an adequate supply of Personal Protective Equipment in the warehouse, and each school/worksite will receive routine deliveries of supplies, and on-demand as requested.
 - ii. Employees shall not share PPE, including but not limited to gloves, goggles, and face shields.
 - iii. Protective barriers may be used in limited scenarios at an individual unit member's workstation where six (6) feet distance is impractical including, but not limited to, viewing students work.

- iv. Unit members shall request PPE through the site custodial staff or site administrator. If after speaking with the custodial staff and/or administrator at their site and the unit member is unable to secure PPE, the unit member may contact ppe@sandi.net
 - e. Shared Equipment and Supplies. Staff shall wipe clean any high touch surfaces on shared supplies and equipment, after their use.
- 4. Ventilation. The District will follow current guidance referenced in Section 1, ensuring ventilation systems operate properly and increase outdoor air circulation as much as possible. All District classrooms and workspaces shall use any combination of mechanical ventilation, natural ventilation, and HEPA air purifiers, as the individual room characteristics dictate, to provide adequate air exchanges with the goal of achieving a minimum of five (5) per hour. 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. The District shall actively monitor the particulate matter and/or carbon dioxide within school sites and central office facilities.
 - a. All areas used as the go-home area 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 a go-home area.
 - b. The District shall provide information to unit members on the appropriate combination of mechanical ventilation, natural ventilation, and HEPA air purifiers for classrooms and workspaces.
 - i. Informational materials on proper ventilation shall be attached to this agreement in Appendix D.
 - ii. Classrooms not served by a MERV-13 equipped HVAC unit shall be provided two (2) air purifiers.
 - iii. Classrooms without HVAC shall be provided three (3) purifiers.
 - iv. Every workspaces not served by a MERV-13 equipped HVAC unit, with more than one (1) person shall be provided air purifiers.
- 5. Cleaning and Disinfecting Plans. In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDPH cleaning and disinfecting guidance in the "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year".

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6. COVID-19 Testing. Testing shall be mandatory for all staff in accordance with the December 1, 2020 COVID-19 Testing MOU (Appendix E). A District testing program will be available free of charge for all students who choose to participate. The District shall strongly encourage participation in the testing program including but not limited to providing educational materials and enrollment forms to all families participating in onsite instruction.
7. Non-District, Home Hospital and Home Services. Unit members shall be provided with health and safety guidelines for non-district, home hospital, and home-bound education services (Attached to this agreement as Appendix F).
 - a. In home-bound settings, where meeting safety guidelines may not be possible, the unit member shall work with the student remotely.
8. 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.
9. Meetings. All meetings involving SDEA members, including those with parents, shall be in an online setting. Professional development shall not take place in person.
10. School Nurses:
 - a. To maintain stable school nurse staffing for the 2021-2022 school year, the District shall offer probationary contracts to all school nurses on a temporary leave replacement contract at the time of this agreement
 - b. The District shall make a good faith effort to recruit and provide school sites with a Visiting Nurse in the absence of a regular school nurse. For the 2021-2022 school year the Human Resources Services Division will post the position as a continuous posting and will provide the CAC with a recruitment update in October, January and April.
11. Labor/Management COVID Safety Committee: No later than two (2) weeks after the start of onsite instruction, the Parties will convene a Labor Management COVID-19 Safety Committee.
 - a. The COVID-19 Safety Committee will:
 - i. Meet regularly during the remainder of the 2020-21 school year.
 - ii. Be composed of representatives from the District and two (2) representatives from each-bargaining unit.
 - iii. Monitor COVID-19 safety data and reports from District schools and worksites.
12. 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.
13. This Agreement is non-precedent setting.
14. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.

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15. This Agreement shall expire in full without precedent on July 30, 2021, unless extended by mutual agreement.

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

Attachments:

- Attachment A- CDPH closure criteria
- Attachment B- Classroom closure guidelines
- Attachment C- ISHP template for mask accommodations
- Attachment D- Informational materials on proper ventilation
- Attachment E- COVID-19 Testing MOU dated December 1, 2020
- Attachment F- Guidelines for non-district, home hospital, and home-bound education services dated March 13, 2021

Recommended Criteria for Closing Classes/Cohorts, Schools, and Districts

A summary of the guidance described in the California Department of Public Health (CDPH) [July 17 reopening framework](#) on cohort, school and district closures is provided below. SDCOE's recommendations, which build on CDPH guidance, are provided in [blue](#). District and school leaders should always consult with the Public Health Services, Epidemiology Branch (daytime: 619-692-8636; after-hours: 858-565-5255) before deciding to close a class, school, or district to in-person instruction.

COHORTS/CLASSES

CDPH: Identify close contacts, quarantine and exclude exposed contacts (likely entire cohort) for 14 days after the last date the case was present at school while individual who tested positive for COVID-19 was infectious.
(See page 3 and 4)

A close contact is generally defined as a person who is less than 6 feet from a person with COVID-19 for more than 15 minutes, regardless of the use of face coverings. In some school situations, it may be difficult to determine whether individuals have met these criteria and an entire cohort, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors.

A cohort is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

SDCOE: Unless advised otherwise by Public Health Services, a superintendent/principal should shift any cohort or group (class, bus, extended day) where close contacts are likely to have occurred, to distance learning until 14 days after the last date of contact at school with the COVID-19+ individual.

SCHOOL SITES

CDPH: Individual school closure is recommended based on the number of cases, the percentage of the teacher/students/staff that are positive for COVID-19 and following consultation with the local health officer (LHO). Individual school closure may be appropriate when there are multiple cases in multiple cohorts at a school or when at least 5% of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school. The LHO may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.
(See page 4)

SDCOE: Unless advised otherwise by Public Health Services, a superintendent/principal should shift a school to distance learning for 14 days:

- When two or more cohorts/groups each have two or more students or staff members who have been identified as COVID-19+ during a 14-day period, or,
- When 5% or more of the teachers/student/staff have been identified as COVID-19+ within a 14-day period.

SCHOOL DISTRICTS

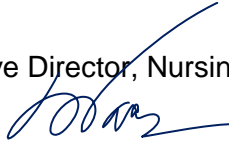
CDPH: A superintendent should close a school district if 25% or more of schools in a district have closed due to COVID-19 within 14 days, and in consultation with the local public health department.
(See page 4 and 5)

SDCOE: Unless advised otherwise by Public Health Services, a superintendent should shift the school district to distance learning when 25% or more of the schools in the district must close due to COVID-19 within a 14-day period.

This standard may not be appropriate for school districts that cover a very large area. Work with Public Health Services to determine if it is necessary to close all district sites, or just those in a particular region.



memorandum

DATE: March 12, 2021
TO: Susan Barndollar RN, MN, FNP; Executive Director, Nursing & Wellness
FROM: Howard Taras, MD; District Physician 
RE: **CLASSROOM CLOSURE DURING COVID-19 PANDEMIC**

I was asked to put in writing my medical opinion on when an entire classroom should be quarantined, versus an isolated Covid-positive member of that classroom, during the Covid-19 pandemic. My response to this is specific to today, because conditions will change in the future. For example, when and if a variant of the virus with higher transmission rates causes a steep incline in case rates, the threshold for closing the entire classroom may be higher than when case rates are low or in decline. Vaccination status (e.g., a high school class with many students vaccinated versus an elementary school with no student vaccinated) is also likely to be a factor.

1. One isolated case of Covid-19 (student or staff; with or without symptoms) is unlikely to trigger a classroom closure if information gathered during case investigation demonstrates that there was little chance of close contact with others in that room and no other student or staff member in that room has symptoms. This is especially so, if there is a likely source for the infection outside of the school setting.
2. One isolated case of Covid-19 (staff or student; with or without symptoms) is more likely to trigger a class-wide quarantine if there has been definite, probable or uncertain chances for multiple close contacts within that classroom. (e.g., no one remembers what sort of interactions or behaviors occurred during the likely infectious period).
3. An “outbreak” is defined for purposes of this Memo as two or more cases of confirmed or presumed Covid-19 infection that occur with 14 days and it appears that the cohort (e.g., classmates, teammates or bus-mates) could be a likely source of infection (i.e., there is no obvious source of infection for at least one of these individuals).
 - If two individuals in one classroom meet this definition of “outbreak” and have a history of close contact outside of the school setting (walking home together, boy/girlfriend), then quarantine of the entire class is less likely to be necessary *as long as case investigation has determined that they both remained separate from others* during class time (i.e., distancing and adherence to mask-wearing).
 - If case investigation leads to a less certain history of how close these two individuals were to one another or to others in the cohort/class during the likely infectious period, then quarantine of that entire classroom of students is advisable.
 - If three or more individuals constitute an outbreak, it is likely that the entire class will be quarantined. A distinct outside-of-class history of close contact (the three

Closure of a Classroom
Page 2
March 12, 2021

rideshare to and from school) may or may not exempt all classmates from quarantine.

It is imperative that the local public health department become involved in the decision for all the above scenarios. There are various factors that are typically not known to school nurses and other school-based case investigators and contact tracers that can influence the decision. Some examples are: patterns of transmission in other schools or classrooms of this type (type of room ventilation or class activities), case rates or rates of transmission in that community (even outside of schools); the variant of the virus that is spreading in that community; results of having already sequenced virus samples taken from those individuals involved in the outbreak; and similar factors.



Student
Photo

Individualized School Healthcare Plan (ISHP)
Please attach applicable procedure and physician's orders to this ISHP

Student Name:	DOB:	ID#:
School Site:		Grade:

PHYSICIAN INFORMATION:

Name:	Phone:
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EMERGENCY CONTACTS:

Name	Relationship	Phone	Phone
1.			
2.			
3.			

MEDICAL DIAGNOSIS/PROBLEM AND DESCRIPTION:

Diagnosis: _____, affecting students' difficulty or inability to wear a face mask for in person learning during the school day amidst pandemic. *(add specifics for student)*

- *Underlying behavioral issues resulting in the student's inability to wear or maintain a face mask during the Covid-19 pandemic*
- *Underlying behavioral issues resulting in student's inability to adequately/ consistently engage in online learning and needing to participate in Phase 1 appointment-based learning*
- *Underlying physical impairment resulting in the student's ability to wear or maintain a face mask during the Covid-19 pandemic*

SYMPTOMS TO WATCH FOR:

- *If applicable*
- *skin integrity*
- *Student continuously taking off mask. etc*

HEALTH CARE ACTION PLAN:

Students must qualify under the following criteria:

- *The student meets criteria for Phase One onsite learning.*
- *Staff members are available to provide onsite instruction*
- *The student/family want to have instruction onsite.*

For students unable to comply with CDC/CPHD recommendations of continuous mask wearing, the possible accommodations are listed, but not limited to:

- *an approved alternative mask (i.e. approved face shield with a drape)*
- *frequent outdoor mask breaks*
- *frequent reminders to keep mask on*
- *continue effort to encourage, and attempt mask wearing at school at home*
- *fewer students in room and increase barriers (or student maybe only student in the classroom)*
- *learning sessions outdoors with staff wearing increased PPE*
- *improving ventilation by strategically placed room air purifiers, or an additional purifier and any windows or doors are open*
- *increasing frequency COVID testing for these students*
- *staff will wear enhanced Personal Protective Equipment: mask, face shield, gloves and/or gown*



If student unable to wear mask, the District will make a good faith effort to exhaust all reasonable accommodations for student's inability to wear a face mask during Phase One Learning. This will be balanced with the health and safety of other staff and students on site.

IN THE EVENT OF AN EMERGENCY EVACUATION:

The following designated and trained staff member(s): _____ **should have access to a communication device and are responsible for assuring that the student's medication and emergency plan accompanies him/her to the evacuation command center.**

If the student requires a Med Sled to evacuate, see the attached pre-determined path of travel.

STUDENT ATTENDANCE:

No concern Concerning Absenteeism (5 – 9.9%) Chronic Absenteeism (> 10%)

INTERVENTIONS

Parent/Guardian Contact Attendance letter HIPAA/MD Contact
 Medical Referral Teacher(s) Collaboration SART/SARB

DESIGNATED STAFF:

Name	Training Date	Name	Training Date
1.		4.	
2.		5.	
3.		6.	

DISTRIBUTION DATES:

Principal Date _____ Parent/Guardian Date _____
 Teacher (Put copy in sub folder) Date _____ Other Date _____

School Nurse Signature _____ Date _____
 Parent/Guardian Signature _____ Date _____

THIS IS A DRAFT. THE PARTIES ARE WORKING TO UPDATE THIS ADVISORY NOW THAT THERE IS A HEALTH AND SAFETY TENTATIVE AGREEMENT.

SDUSD VENTILATION - PHASE 2

What do we do to keep our air quality safe?

In the classroom, this is what needs to be done daily to achieve adequate air exchanges and have the best possible air quality:

- **Keep your ventilation running** – AC or heat
- **Bring in the fresh air** - open your doors and windows
- **Leave the air purifiers running on auto mode** – set and forget, no need to change the setting or turn them off. The setting for “plasmawave” should remain “off.”
- **We want the ventilation running more** – centrally monitored, it will start earlier and run later
- **Don’t run your ceiling fans or wall-mounted fans** – they can induce potentially contaminated airflow directly from one person over another
- **Wear required facial coverings** – the first line of defense in limiting the number of airborne particles which reduces airborne transmission of COVID-19.
- **Plan ahead** – we are moving a lot of air - It may not be as comfortable in your classroom/office

Do all of these at the same time!

What is the District doing to make it safer?

Air ventilation is a key component to reduce the spread of COVID-19 in schools. As the district moves to having more people on campus and students in classrooms, ensuring adequate room ventilation is key to reducing the airborne transmission of COVID-19 indoors. **Adequate ventilation is achieved by bringing in more outdoor air through open windows and doors, and by providing recirculated air that is highly filtered.** These are best practices for diluting or displacing airborne COVID-19 particles if the particles happen to be present in a room.



The District has planned for maximum air ventilation, with our goal to maintain five air exchanges per hour in the classroom. This is based on guidance from Harvard and the University of Colorado Boulder and in collaboration with our UCSD expert panel. In order to achieve this, Physical Plant Operations (PPO) has made sure we have the following in place:



- All existing **HVAC** systems have been serviced and filters have been replaced. The continued review of HVAC systems has helped determine where higher filtration levels (i.e. Merv-13) can be employed. MERV-13 filters are being installed in every viable HVAC system identified. All filters (MERV-13 and MERV-8) will continue to be scheduled and replaced on a regular basis. MERV-13 stickers are being placed on door frames at the entry to rooms after MERV-13 installation. With rare exceptions, rooms where you

see the MERV-13 filter equipped sticker, operating your HVAC alone is adequate ventilation.

- Using **natural ventilation** (opening doors and windows)

- Using **air purifiers** with HEPA filters (provides a higher level of filtration). Two air purifiers per classroom have been allocated to each site, and the numbers of purifiers in a classroom will vary based on the size, number of windows, type of HVAC system, etc. and placed in strategic locations for maximum effectiveness. Your custodial staff will be maintaining the units, including cleaning and changing filters. Questions or concerns regarding your air filters should be directed to your POS/BSS.

Ventilation Monitoring - PPO's Energy and Utilities Management Program will be monitoring ventilation effectiveness in our schools to ensure that the air exchanges are happening and that the air is healthy for students and staff. This will be done centrally with sensors that are monitored remotely for air quality.



Indoor particulate sensors will be rotated to various rooms to gather information and inform decisions. This will allow for adjustments to be made as needed to ensure best outcomes. This sensor informs us on how our air filtering, either through the HVAC system or the air purifier, is doing.



Carbon dioxide (CO₂) detectors have also been purchased to test the air to make sure the ventilation is creating air exchanges. This has a different job than the particulate sensor, and will help to determine the amount of fresh air entering the room.

Neither monitor detects COVID-19, but does help us to determine if we are achieving adequate air exchanges. If either sensor records concerning numbers, PPO staff will determine what measures can be taken to correct the issue.

- Classrooms with staff/students should deploy air purifiers (unless they have MERV-13 filters, then air purifier not needed)
 - A standard classroom without MERV-13 filters should utilize 2 air purifiers
 - Since Loft classrooms “share the air” every occupied classroom in a Loft school should deploy 2 purifiers
 - Classrooms with staff/students without HVAC should deploy 3 purifiers
 - Office areas with more than one person should deploy air purifiers
 - Large spaces (auditoriums, gymnasiums, MPRs, Library, cafeteria) should leave doors open, run HVAC. These spaces hold large volumes of air so any potentially contaminated air is therefore diluted. Large gatherings in these spaces will still not occur during this time.
 - Windows should be open in all scenarios
- Your custodial staff will be maintaining the air purifiers, including cleaning and changing filters. Questions or concerns regarding your air filters should be directed to your POS/BSS.

Take Away - The Basics!

IF YOU SEE THE MERV 13 STICKER:

RUN YOUR HVAC

OPEN DOORS AND WINDOWS

NO NEED FOR AIR PURIFIERS

IF YOU DON'T SEE THE MERV 13 STICKER:

RUN YOUR HVAC

OPEN DOORS AND WINDOWS

RUN YOUR AIR PURIFIERS

If you have questions regarding the ventilation in your room, first check with your POS/BSS. If you still have questions, please contact PPO via email at mocrecep@sandi.net or via

DRAFT

**Memorandum of Understanding
Between
The San Diego Unified School District
And
The San Diego Education Association**

December 1, 2020

COVID-19 Testing

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”).

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 agree a robust plan for COVID-19 testing is critical to maintain safety of students and staff returning to onsite instruction; and

WHEREAS, a comprehensive COVID-19 testing plan will be implemented at select sites beginning in Phase One and Phase One Expansion of onsite instruction as outlined in Exhibit A, and will expand to all school sites at the pace of the capacity of the UCSD testing team; and

WHEREAS, the Parties acknowledge the critical role of School Nurses as the health ambassador within school sites and communities during the COVID-19 pandemic and recognize School Nurses’ expertise in public health; healthcare in schools; promoting disease prevention; providing support, education and reassurance; clarifying misconceptions; and leveraging relationships with students, staff and families to champion our comprehensive testing program; and

WHEREAS, the Parties met in good faith to bargain the impacts and effects of the District’s COVID-19 testing plan.

NOW THEREFORE, the Parties agree as follows:

1. Nurse participation in the Comprehensive COVID-19 Testing Plan during Phase One shall be voluntary for their assigned site(s). Nurses not assigned to sites may volunteer to support the testing program.
2. Nursing Workload on COVID-19 Testing Days
 - a. The District shall provide Health Office coverage on testing days.
3. The Parties will work collaboratively during the Phase One testing pilot to determine and develop best practices for expansion of the Comprehensive COVID-19 Testing Plan.

4. This MOU is non-precedent setting.
5. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this MOU with mutual consent.
6. This MOU 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 December 3, 2020
78F2DE78533F42E...

 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Acacia Thede December 3, 2020
0B8823B0574B4BF...

 Acacia Thede Date
 Chief Human Resources Officer

FOR SDEA:

DocuSigned by:
Kisha Borden December 3, 2020
4619DD4E670B4FF...

 Kisha Borden Date
 President

DocuSigned by:
Kyle Weinberg December 3, 2020
D311E9B994F4494...

 Kyle Weinberg Date
 Vice President

DocuSigned by:
Abdul Sayid December 4, 2020
A65BF18A88CC458...

 Abdul Sayid Date
 Executive Director



Comprehensive COVID-19 Testing Plan

The health and safety of our students, staff, families and community is at the forefront of a return to onsite instruction. Our District has developed a robust comprehensive COVID-19 testing plan to maintain safety of students and staff returning to onsite instruction.

1. Comprehensive Testing Plan

- a. Phase One. During Phase One Appointment Based Onsite Learning and subsequent phases of the return to onsite instruction, employees will have various options to acquire a PCR COVID-19 test (the type of test may change based on scientific advancements) by utilizing any of the following:
 - i. Personal health care provider: Unit members can use 2-hour Personal Business Leave if choosing this option. Any applicable co-pays may apply. The employee will provide test results to the District via the District identified application in order to track and prevent COVID-19 spread.
 - ii. San Diego County facility provider: County of San Diego has more than 43 testing sites available at no cost to District employees. The employee will provide test results to the District via the District identified application in order to track and prevent COVID-19 spread.
 - iii. District provided COVID-19 testing: Once available, at selected District locations at no cost. Results from a test administered at a District provided COVID-19 testing site will be automatically uploaded to the District identified application.
 1. Testing at school sites will phase in at the pace of the capacity of the UCSD testing team and will begin as early as December 7, 2020 at the following sites: Benchley/Weinberger, Dingeman, Foster, Gage, Hearst, Jerabek, Mason, Penn, Rolando Park, and Vista Grande.
- b. Phases Two-Four. Effective with Phase Two of the return to onsite instruction, and continuing through the remaining phases of onsite instruction, employees physically reporting to work will be required to receive a PCR COVID-19 test every two (2) weeks at any of the above listed options. The type of test and frequency of testing may change based on scientific advancements.
 - i. Employees shall sign up for the District identified application in order to track testing results, which shall remain confidential.
 - ii. Results from a test administered at a District provided COVID-19 testing site will be automatically uploaded to the District identified application.
 - iii. If an employee takes a test from their personal health care provider or San Diego County facility provider, the employee shall submit testing results via the District identified application.
 - iv. Employees with underlying medical conditions that prevent them from being tested must provide a physician's statement.
 - v. Employees who do not participate in testing must use their applicable leave balances.

Comprehensive COVID-19 Testing Plan

- c. When an employee receives a positive test result, the employee will notify their site or assigned cluster nurse immediately and email sdusdnursing@sandi.net.
- d. All COVID-19 test results remain confidential and are not part of the employee's personnel file.
- e. Students will have access to no cost COVID-19 testing every two weeks. Students are highly encouraged to participate in COVID-19 testing every two weeks.

2. Testing Preparation (UCSD Responsibilities)

- a. A COVID-19 testing plan will be implemented in collaboration with UCSD to provide robust testing services for staff. Educators, including nurses, shall not be responsible for administration and implementation of COVID-19 testing. UCSD will be responsible for the following:
 - i. Assistance and personnel for all testing parameters at testing sites;
 - ii. Assistance in completion of the MyChart application to register students/staff into UCSD health system;
 - iii. Integrate District staff and student data into the MyChart application;
 - iv. Provide all COVID-19 testing equipment, supplies, personnel and software to identify samples;
 - v. Notify staff and parents/students of test results;
 - vi. Notify school personnel, as permitted by consent forms, of number/names of those tested and test results;
 - vii. Provide translation services, where needed, to families to understand testing results and follow-up instructions.

3. Health Office Staff (SDUSD Responsibilities)

- a. Health Office Staff will be notified at least one week prior to the start of testing at their assigned site(s). During Phase One of onsite instruction, Health Office Staff may volunteer to participate in the Testing Program at their assigned site(s). Staff volunteering to participate will physically report to their assigned site(s) on their assigned day at least one workday prior to the start of testing to conduct the setup process, which may include but is not limited to, conducting a site walk-through, identifying the location for testing to take place, ingress and egress to the testing area, and coordination of sanitation with the site BSS/POS. On the day of testing, Health Office Staff volunteering to participate will be the point of contact for the testing process and will report physically to their assigned site(s) prior to the arrival of UCSD testing staff to ensure the location is set up and ready for testing that day and will remain onsite during the testing process.
- b. Health Office Staff will have Personal Protective Equipment (PPE) available as needed to support all health office functions and follow current health and safety guidelines.
- c. In the event of an absence of Health Office Staff on testing days, central office support will be provided.
- d. Health Office Staff will support with the planning and preparation of testing at site testing locations, responsibilities will include, but shall not be limited to:

Comprehensive COVID-19 Testing Plan

- i. Champion the testing program, educate and recruit students and staff to participate;
- ii. Distribute and collect “Consent for Testing” forms from families;
- iii. Provide UCSD with identifying student and staff data for integration into UCSD Health Registration forms and District identified application;
- iv. Assist with identifying students as needed at each school site;
- v. Coordinate staff and student testing times and coordinate activities around testing day;
- vi. Assist UCSD with identifying families with language or technology barriers that will require assistance with reporting of results and follow-up;
- vii. Assist UCSD with identifying students with special health care or behavioral needs who will require special attention when collecting tissue samples;
- viii. Assist UCSD with reaching families and/or staff members for reporting of results;
- ix. Track COVID-19 testing results and assist with contact tracing as needed.





District Medical Consultant
Nursing & Wellness Program
Tel - 619.725.5501
Fax -619.725-8073

memorandum

DATE: March 13, 2021

TO: S. Echeverria;

FROM: S. Barndollar; Howard Taras, MD; District Physician

CC: N. Villegas; K Ryan; J Alfonso

RE: COVID-19 PROTECTION: NON-DISTRICT FACILITIES (including homebased education and non-public schools)

Teachers, therapists, school health personnel and other district staff in certain assignments must enter students' homes, non-public schools and other non-district facilities for various reasons and durations. Social distancing and encounters with those who are not masked and who have symptoms are not completely under control of the District. The same is true of the ventilation status of the non-district facility environment. Yet, entering homes and other non-district facilities is part of many staff members; district responsibilities.

Optimally any required interactions can be performed outdoors, where everyone in close contact with the staff member is masked, and the school staff member is always 6 feet distanced from any other person in the home or facility. When outdoor activities are not feasible, then multiple other precautions need to be in place. The following is a guide to making homes and other non-district facilities safe for all involved.

1. For Home Hospital & Transition Support School services, and to protect the student, require that the student's physician provide medical clearance for student to participate in home-based instruction with SDUSD district staff members in student's home for up to one hour per day (for 1-5 days per week), schedule allows. This clearance needs to include any necessary medical accommodations required while SDUSD educators and related service providers are working with the student.
2. For Infant Toddler Program: Home based services are part of the 0-3 year old curriculum where early intervention occurs in a child and family's natural environment. The majority of these children do not have significant health issues. Nevertheless, physician clearance (as per #1 above) will be necessary when the district's nurse assessment report indicates this is a safe measure to protect the child's health (i.e., case by case).
3. Before entering home, non-public school or any non-district facility, a school staff member must always survey the situation remotely and then in person to ascertain whether outdoor activity will be possible, as this is the safest option.
4. If outdoor education and other activities are possible, masks should be worn by every person who is ever closer than 6 feet to the staff member (student, family members, and all personnel in non-district facilities). PPE available to District the staff member should include a face shield, if anticipated to be closer than 6 feet.
5. If a student in a homebased program or a non-public school cannot be masked, then an IEP team should meet to develop a mask-wearing goal, before that education begins (whether education is indoors or outdoors). Cases where a mask-wearing goal is not

appropriate (i.e., students with tracheostomies, infants younger than age 2 years, certain facial deformities, orthopedic conditions prohibiting self-removal), are exempt from this goal.

6. Only when outdoor activities are determined to be unfeasible by the program's District office (Homebound program, Infant Toddler Program, Non-public school, etc) are indoor district-provided activities permissible. When that is the case in a home, the parent or guardian must sign an agreement that the home will be made safe for school staff members to enter. This agreement will include:
 - a. all household members present in the building will be fully masked while the staff member is present;
 - b. each household member present in the building will complete his or her own ClearPass screen or a symptom questionnaire, which means that each household member will have their temperature taken prior to the home visit;
 - c. only those household members that need to be present in the same room as the student for educational or safety purposes will be present;
 - d. if the school staff member chooses to bring a District room air purifier (optional for school staff member) into the indoor room where education is being provided, then an electric outlet will be provided for that purpose by the parent/guardian.
 - e. if anyone has symptoms that could be COVID-19, that the session will be cancelled by the parent;
 - f. if anyone in the household is under quarantine, the parent will notify the homebound education program to determine if education will continue that day.
7. If a non-public school or other non-district facility does not have health and safety policies and procedures that are equal to or exceed those of San Diego Unified School District, then above (a-f) applies to occupants of this facility.
8. No staff member who has had fever (>100 degrees) or any symptom associated with COVID-19 will enter any non-district facility for District purposes. All quarantine and isolation restrictions will be strictly followed by the school staff member to protect the student and other household members and non-district facility occupants.
9. Staff members entering any non-district facility will wear a mask at all times, to protect the health of all occupants.
10. Staff members will bring hand sanitizer, disposable gloves, disposable gowns. Disposable items will be discarded after each visit (using garbage bags in their own vehicle). Hand sanitizing will be done before and after entering the facility and during the visit, as appropriate.
11. Infant Toddler Program: Whenever possible, a child's own toys/manipulatives will be used for educationally-related sessions. If not, items provided for the home visit will be bagged and cleaned per existing District protocols.
12. If two staff members are visiting the facility, they will ride in separate vehicles and remain masked when in proximity, even if both vaccinated (at this time; check for updates).
13. Staff members who are on work assignments in the community and visiting homes must wear surgical masks that cover nose, mouth and chin. Face coverings made from cloth and that cover the same areas are an acceptable alternative. Avoid touching face at all times
14. If staff members are ever within 6 feet of a student or household member or an occupant of a non-district facility, that staff member will wear a face shield, in addition to a well fitted mask.
15. After ringing the doorbell or knocking on the door, visiting staff member(s) should stand

back from the door to maintain a safe distance from the person answering that door, until the house is deemed safe (as per above conditions).

16. Any safety measure breaches during the course of a home visit or visit to a non-district facility should be reported to a supervisor and documented.

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

March 12, 2021

Onsite Instruction for the 2020-2021 School Year

1. Instructional Minutes (Elementary TK/4 through Grade 5). For the remainder of the 2020-2021 school year, the elementary school day shall include a minimum of three-hundred and sixty (360) minutes of synchronous and asynchronous instruction as follows:
 - a. All Elementary Students:
 - i. Sites shall assign students to stable groups that adhere to the health and safety guidelines for physical distancing of students and staff members.
 1. The number of days each stable group of students attends onsite instruction will be determined by the number of students who opt into onsite instruction while adhering to health and safety guidelines.
 - ii. All elementary students shall receive one-hundred and eighty (180) minutes of daily simultaneous online and in-person whole group and small group synchronous and asynchronous instruction in the morning, inclusive of a thirty (30) minute wellness break. The division of instructional time between whole group and small group instruction shall be determined by the educator based on the needs of students. Educators shall build daily whole group instruction into their schedules.
 1. Online students not attending in-person class shall participate in asynchronous learning for the remainder of the three-hundred and sixty (360) minute instructional day.
 2. When an onsite schedule only permits students to attend two days per week, the students in these groups shall participate in asynchronous learning for the remainder of the three-hundred and sixty (360) minute instructional day on their offsite days.
 - iii. Each stable group of students attending onsite instruction shall receive one-hundred and twenty (120) minutes of daily onsite instruction in the afternoon, inclusive of a minimum of sixty (60) minutes which may be used to support on-site students with asynchronous work, small group, and/or one-on-one support, or facilitation of social-emotional learning experiences with District provided lessons. These District provided

lessons shall be made available to students remaining online only. The educator shall have discretion over how this time is utilized.

- b. The remainder of the educators' workday shall be flex time and preparation time. Flex time and preparation time may include, but is not limited to, the following activities:
 - i. Planning instruction and/or services for synchronous and asynchronous learning
 - ii. Co-planning and collaboration amongst colleagues
 - iii. Monitoring student activity
 - iv. Gathering formative and summative assessments
 - v. Grading
 - vi. Coordination of enrichment activities
 - vii. Voluntary participation in District professional development
 - viii. Participating in IEP, SST, and 504 meetings
 - c. When possible, sites will assign a second staff member to onsite learning groups receiving simultaneous online whole group and small group instruction.
 - i. During the first two weeks of resuming onsite instruction, priority shall be given to TK and/or Kindergarten onsite learning groups.
2. Instructional Minutes (Secondary). For the remainder of the 2020-2021 school year, the secondary school day shall include a minimum of three-hundred and sixty (360) minutes of synchronous and asynchronous instruction as follows:
- a. For students participating in onsite learning:
 - i. Sites shall assign students to stable groups that adhere to the health and safety guidelines for physical distancing of students and staff members.
 - ii. The number of days each stable group of students attends onsite instruction will be determined by the number of students who opt into onsite instruction while adhering to health and safety guidelines.
 - b. Each stable group of students attending onsite instruction and online learners shall participate in three-hundred and sixty (360) minutes of synchronous and asynchronous learning inclusive of:
 - i. One hundred and eighty (180) minutes shall be dedicated to in-person and simultaneous online whole group and small group instruction daily. The division of instructional time shall be determined by the educator based on the needs of students. Educators shall build daily whole group instruction into their schedules.

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- ii. Sixty (60) minutes of teaching shall be dedicated to additional small group instruction, conferring with students, and/or teacher-initiated office hours, while the remainder of students complete independent work.
 - 1. Conferring with students for the purpose of providing feedback may include phone calls to students, commenting digitally on student work, and video conferencing.
 - 2. Schools who have the additional sixty (60) minutes of small group instruction, conferring with students, and/or teacher-initiated office hours built into their existing online learning class periods shall provide these instructional minutes onsite and in-person.
 - 3. Schools who have the additional sixty (60) minutes of small group instruction, conferring with students and/or teacher-initiated office hours built outside of their existing online learning class periods shall provide these instructional minutes in an online format if the site can ensure students have enough time to transition and are able to participate online. If sites cannot ensure access for all students, then the minutes will be reallocated into the class periods.
 - 4. Students shall participate in asynchronous learning for the remainder of the three-hundred and sixty (360) minute instructional day.
- iii. When possible, sites will assign a second staff member to onsite learning groups receiving simultaneous online whole group and small group instruction.
- c. The remainder of the educators' workday shall be flex time and preparation time. Flex time and preparation time may include, but is not limited to, the following activities:
 - i. Planning instruction and/or services for synchronous and asynchronous learning
 - ii. Co-planning and collaboration amongst colleagues
 - iii. Monitoring student activity
 - iv. Gathering formative and summative assessments
 - v. Grading
 - vi. Coordination of enrichment activities
 - vii. Voluntary participation in District professional development
 - viii. Participating in IEP, SST, and 504 meetings
 - ix. Daily preparation time provided for secondary educators and non-classroom educators.

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- d. For the 2020-2021 school year, the secondary school teacher schedule shall be capped at no more than three (3) teaching periods per school day.
 - e. The Parties shall follow Section 8.10 of the Collective Bargaining Agreement regarding the limitation on the number of preparations for secondary teachers. Concerns from the affected unit member over the implementation of this section will be addressed with the appropriate Area Superintendent. Any unresolved concerns would be referred to the Contract Administration Committee for final resolution.
3. Early Learning Preschool Part Day (blended and separate) programs. For the remainder of the 2020-2021 school year, the Early Learning Part Day Blended Preschool classroom educator's school day shall include a minimum of three-hundred and sixty (360) minutes of synchronous and asynchronous instruction as follows:
- a. For students participating in onsite learning:
 - i. Sites shall assign students to stable groups that adhere to the health and safety guidelines for physical distancing of students and staff members.
 - ii. The number of days each stable group of students attends onsite instruction will be determined by the number of students who opt into onsite instruction while adhering to health and safety guidelines.
 - iii. No more than one daily stable group of students per educator roster shall attend onsite and shall receive a minimum of one-hundred and eighty (180) minutes of onsite instruction, inclusive of a thirty (30) minute wellness break.
 - b. Online learners and students not participating onsite shall receive one-hundred and eighty (180) minutes of daily online whole group and small group synchronous and asynchronous instruction, inclusive of a thirty (30) minute wellness break. The division of instructional time between whole group and small group instruction shall be determined by the educator based on the needs of students. Educators shall build daily whole group instruction into their schedules.
 - i. The online learning classes shall each contain one-hundred and eighty (180) instructional minutes inclusive of synchronous and asynchronous learning, as follows:
 - 1. A minimum of thirty (30) instructional minutes per session of teaching that shall include live online whole group instruction.
 - 2. Forty-five (45) instructional minutes per session, allowing for flexible scheduling between online learners, inclusive of live small group instruction, and conferencing with students and families while the remainder of students complete independent work, including, but not limited to, the following activities:
 - a. Sharing progress with students and families
 - b. Providing feedback to students

- c. Availability for questions from students and/or families
 - d. Coordination of enrichment activities.
 3. Students shall participate in asynchronous learning for the remainder of the instructional day.
- c. The remainder of the educators' workday shall be flex time and preparation time. Flex time and preparation time may include, but is not limited to, the following activities:
 - i. Planning instruction and/or services
 - ii. Co-planning and collaboration amongst colleagues
 - iii. Monitoring student activity
 - iv. Gathering formative and summative assessments
 - v. Progress reporting
 - vi. Voluntary participation in District professional development
 - vii. Participating in IEP meetings
 - viii. State compliance
 - ix. Parent education on activities, and sharing progress with students and families
4. Secondary Physical Education, and all (inclusive of elementary and secondary) Performing Arts educators shall determine the division of synchronous and asynchronous instructional minutes for online learners which may include, but is not limited to:
 - a. Simultaneous whole group instruction
 - b. Small group instruction
 - c. Daily "live" check-in
 - d. Asynchronous online activities
5. Alternative Models. If a school needs to offer an alternative instructional model to best meet the needs of their students the site educators may initiate a collaboration with their site administrator to develop an alternative model. All models must minimally consist of three hundred-sixty (360) minutes of synchronous and asynchronous instruction adhering to all health and safety guidelines, and the following criteria:
 - a. The weekly student online instructional minutes shall be taken into consideration and shall not be reduced by this waiver.
 - b. In-person student instructional minutes at comprehensive school sites shall align with the requirements of Sections 1 (Elementary), 2 (Secondary), and 3 (Early Learning) of this Agreement.
 - c. The chosen model shall not incur an additional expense.
 - d. The plan must be approved by a two-thirds (2/3) electronic ballot vote (i.e. Google Form) of the certificated staff who submitted votes. The plan must then be submitted to the Area Superintendent for review and final approval.

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- e. Bell Schedules: Sites that do not rely on District bussing services may deviate from their PowerSchool bell schedules by submitting a waiver request to the District's Operations Support Officer and the Chief Business Officer.
6. Elementary Preparation and Enrichment Educators
- a. For the remainder of the 2020-2021 school year, Elementary Preparation and Enrichment teachers will provide instruction during synchronous or asynchronous learning time and will have the choice between providing instruction over four (4) days or five (5) days per week.
 - i. Educators on the four (4) day schedule shall receive a weekly Educator Planning and Preparation Day.
 - ii. Educators on the five (5) day schedule shall *not* receive a weekly Educator Planning and Preparation Day, but must collaborate with their site to participate in the ninety (90) minutes of professional development and/or staff meetings on this day.
 - b. Instruction may be provided online only or a combination of in-person and online instruction. The model of instruction shall be at the discretion of the Elementary Preparation and Enrichment Educator.
 - c. Each group of students shall receive a combination of synchronous and asynchronous instruction. The combination of synchronous and asynchronous instruction shall be determined by the educator based on the needs of the students.
 - d. Elementary Preparation and Enrichment Educators will have the ability to double-up groups of online students for synchronous instruction.
7. Non-Classroom Educators. Non-Classroom educators shall perform their regular job duties within their workday, and adhere to the schedule defined in section 8.5.2 of the Parties' Collective Bargaining Agreement.
8. Stable Groups. The provision of IEP services shall be taken into consideration when designing stable groups.
9. Part-Time Unit Members. The schedule of instruction/services for part-time unit members will be proportionally reduced in accordance with the unit member's full-time equivalency.
10. Voluntary Tutoring Services and Extended Learning Opportunities
- a. Sites may provide extended learning opportunities by creating onsite workspaces for students engaged in synchronous and asynchronous learning.
 - b. Elementary and Secondary: Voluntary tutoring services and extended learning opportunities may occur in addition to the workday if the participating classroom and non-classroom educator is compensated at the Tutoring Hourly Assignment rate of pay. District tutoring funds distributed during Phase 1 may continue to fund the cost of the Tutoring Hourly Assignment rate of pay for educators

conducting tutoring in addition to their workday, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.

- c. Early Learning: Voluntary tutoring services 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. District tutoring funds distributed during Phase 1 may continue to fund the cost of the Tutoring Hourly Assignment rate of pay (and Hourly Assignment rate of pay for ECE) for educators conducting tutoring in addition to their workday, upon prior approval by the appropriate administrator. Such requests shall not be unreasonably denied.

11. Weekly Educator Preparation and Planning Day. During the remainder of the 2020-2021 school year, unit members will utilize one day per week for professional development, collaboration and planning following the student check in and assignment of asynchronous work.

- a. Each classroom educator shall spend a minimum of thirty (30) minutes checking in with students every Educator Preparation and Planning Day. Each student must receive a minimum of thirty (30) minutes of live synchronous interaction focused on asynchronous work to be assigned.
 - i. Secondary schools may choose to identify one class for check-in each week. At the classroom educator's discretion it is permissible to provide synchronous interactions beyond the thirty (30) minutes outlined in this section and with additional classes.
- b. During the Educator Preparation and Planning Day ninety (90) minutes may be used for professional development and staff meetings. The remainder of the day shall be used for educator preparation and planning.
- c. Educators shall have the option of working remotely, or onsite, during the Educator Preparation and Planning Day. Educators choosing to work onsite shall follow the provisions of Section 11.a. and subsections of the July 30, 2020 Agreement between the Parties, and the December 1, 2020 Addendum to the July 30, 2020 Agreement.

12. Preparation, Planning, and Training. Educators shall report onsite one week prior to students reporting as follows:

- a. Five (5) days consisting of the following:
 - i. District developed training on classroom technology, transitioning students to onsite instruction, wellness, social/emotional learning and health/safety procedures, and site procedures that will be a maximum of thirty (30) minutes per day.

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- ii. A minimum of one hundred twenty (120) minutes of daily live instruction with students.
 - 1. Educators may choose to offer additional minutes of live instruction based on curriculum and student instructional needs as determined by the educator.
- iii. Asynchronous instruction shall be provided to ensure a minimum of two-hundred and forty (240) total minutes per day of instruction.
 - 1. Asynchronous instruction may include health and safety videos and/or district assessments to adhere to state testing and monitoring requirements.
- iv. The remainder of the educators' workday shall be used for educator preparation and planning.

13. Children in the Workplace

- a. When an educator's site can accommodate an age appropriate setting following health and safety guidelines and the educator's child(ren) are enrolled in a district school but does not have access to their own onsite learning, the site may offer an opportunity for an employee to bring their school-aged child(ren) to their classroom in accordance with the Children in the Workplace Policy.
- b. In the event such an option is available and does not conflict with health and safety protocols, unit members shall have access to extended learning opportunities for the school age children of the unit member, either at the child's school, or when there is an age-appropriate setting at the unit member's school site.

14. Materials and Equipment. Unit Members shall follow site and District procedures and coordinate with their site administrator to obtain all necessary equipment to deliver the instructional program prescribed in this Agreement, including but not limited to:

- a. Clear masks to be used for speech-language and D/HH services.
- b. Sufficient connectivity to the internet.
- c. Educators will exercise their professional discretion when determining the technology utilized to deliver simultaneous online and in-person instruction.

15. Layoffs. In order to maintain a stable learning environment for students there shall be no certificated layoff notices issued during the 2020-2021 school year.

16. The District will provide the instructional models for the 2021-2022 school year that allow for students who choose to remain online to be taught by an online only instructor. The Parties agree to bargain the impacts and effects of any instructional models.

17. This agreement is non-precedent setting.

18. All components of the current Collective Bargaining Agreement between the SDEA and District not addressed by the terms of this Agreement shall remain in full effect.

- 19. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this agreement with mutual consent.
- 20. 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:

FOR SDEA:

DocuSigned by:

Jessica Falk Michelli March 14, 2021

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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:

Kisha Borden March 14, 2021

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Kisha Borden Date
President

DocuSigned by:

Acacia Thede March 14, 2021

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Acacia Thede Date
Chief Human Resource Officer

DocuSigned by:

Kyle Weinberg March 14, 2021

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Kyle Weinberg Date
Vice President

DocuSigned by:

Abdul Sayid March 14, 2021

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Abdul Sayid Date
Executive Director

**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.

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

March 4, 2021

COVID-19 Leave

WHEREAS, the Families First Coronavirus Response Act (FFCRA), requiring paid leave due to specific COVID-19 circumstances for eligible employees expired on December 31, 2020; and

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.

NOW THEREFORE, the Parties agree as follows:

1. Effective January 1, 2021 through June 30, 2021, except for visiting teachers, any SDEA member unable to perform the essential functions of their job and who cannot be accommodated, will be provided up to 80 hours of COVID leave prior to utilizing their own personal leave balances in accordance with the expired Families First Coronavirus Response Act leave eligibility prior to utilizing their own personal leave balances. This will apply to SDEA members who have tested positive for COVID-19 or are experiencing symptoms; who are medically quarantined; who are self-quarantined due to potential exposure, or in a high-risk category including persons over age 65; who are self-quarantined because of a medically vulnerable family member/household including persons over age 65; who are self-quarantined because of a first responder/medical personnel living in the same household; who are caring for a COVID-19 positive member of the family/household; or who are caring for children due to school closure/childcare closure.
 - a. Effective February 27- June 30, 2021, up to five (5) days of this COVID leave may be utilized by unit members experiencing side effects related to receiving a COVID-19 vaccine in the rare circumstance the side effects render the unit member unable to work; the unit member must provide proof they have received the vaccine to access this leave.
2. Effective January 1, 2021 through June 30, 2021, visiting teachers participating in Phase One assignments, and further in-person Phases and have a confirmed COVID-19 exposure and: who have tested positive for COVID-19 or are experiencing symptoms; who are medically quarantined; or who are self-quarantined due to potential exposure, shall be provided up to 80 hours of COVID leave prior to utilizing their own personal leave balances.
 - a. Effective February 27- June 30, 2021, up to five (5) days of this COVID leave may be utilized by unit members experiencing side effects related to receiving a COVID-19 vaccine in the rare circumstance the side effects render the unit member unable to work; the unit member must provide proof they have received

- the vaccine to access this leave.
- b. In order to be eligible for leave under this section, the visiting teacher unit member must have worked at least 10 (ten) workdays, since January 1, 2021, in an in-person assignment.
 - i. This 10 (ten) workday requirement shall not apply in instances where there is a confirmed work related COVID exposure during a District assignment.
 - 3. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Sideletter shall remain in full effect.
 - 4. This Sideletter is non-precedent setting.
 - 5. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Sideletter with mutual consent.
 - 6. This Sideletter shall expire in full without precedent on June 30, 2021.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli March 6, 2021
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede March 4, 2021
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Vice President

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Executive Director