

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

June 21, 2021

Impacts and Effects of the Initiation of the Virtual Academy

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties,” have reached this Side Letter Agreement regarding the impacts and effects of the creation of a Virtual Academy.

WHEREAS, the default schooling setting for students will be in-person for the 2021-22 school year; and

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

WHEREAS, the Parties hereby reaffirm their commitment to the complete bifurcation of the Virtual Academy and comprehensive onsite instructional programs; and

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

WHEREAS, the District has established the Virtual Academy magnet school and the Parties’ Collective Bargaining Agreement (CBA) defines the staffing and selection process for magnet and integration programs in Sections 12.3.1, (Integration Programs), and 12.14, (Initial Staffing of Magnet Schools); and

WHEREAS, elementary educator preparation time for the Virtual Academy will be implemented under Section 8.6, and secondary teaching hours and preparation periods will be implemented under Section 8.8.3 of the CBA; and

WHEREAS, the workday and workweek for educators assigned to the Virtual Academy are defined in Section 8.5 (Workday and Workweek) of the CBA; and

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

NOW THEREFORE, the Parties agree to the following:

1. **Instructional Model**

- 1.1. The District, in consultation with SDEA, will develop the instructional model for the Virtual Academy. The consultation with SDEA will take place at a meeting in June 2021, with the intent of having the posting requirements pursuant to Section 12.2.2 of the CBA in place by July 1, 2021.
- 1.2. The instructional model shall be research based, provided online, and will conform with relevant state law on independent study requirements as outlined in the Education Code, District policies and procedures, and the Parties' Collective Bargaining Agreement.

2. **Virtual Academy Educator Supports and Expectations:**

- 2.1. Virtual Academy unit members may be required to provide on-campus opportunities for students to receive academic support, labs or hands-on activities related to assigned content area, and/or enrichment.
- 2.2. With approval from the site administration, Virtual Academy unit members may work remotely in circumstances that do not prevent the educator from fulfilling their responsibilities.
- 2.3. All necessary equipment needed to deliver online instruction at the Virtual Academy, shall be provided by the District.
- 2.4. Adequate space, on District premises, shall be provided to Virtual Academy Unit Members for purposes of delivering online instruction, and supplementary in-person instruction.

3. **Initial Staffing of the Virtual Academy:** Positions for the Virtual Academy will be posted and filled as follows:

- 3.1. **Internal Posting:** SDEA unit positions shall first be posted internally, in a special posting, for qualified SDEA Unit Members.
 - 3.1.1. This special posting shall start no later than July 1, 2021 and stay open for at least 5 workdays. Staffing for itinerant educators shall follow Section 12.16 of the CBA and any existing Program Governance Team (PGT) guidelines.
- 3.2. **External Posting:** If the SDEA unit positions needed to staff the Academy are not filled by the internal posting referenced in Section 3.1 then the District may hire external applicants.
- 3.3. **Involuntary Transfers during Fall 2021 Staffing:** Unit members in excess per Section 12.7.3 who do not obtain an assignment through the seniority based preference process outlined in 12.7.3.4 shall not be placed by Human Resources at the Virtual Academy.
 - 3.3.1. Exceptions may be made in instances where an involuntarily transferred unit member chooses to be placed at the Virtual Academy.

4. **Virtual Academy Unit Member Additional Work Days:**

- 4.1. For the 2021-2022 school year, Virtual Academy unit members shall work an additional ten (10) workdays immediately prior to the base one-hundred eighty-four (184) day calendar for administrator directed program planning, staff meetings, professional development, and preparation.
 - 4.1.1. These additional workdays shall be paid at the pro-rata rate of compensation for unit members per Appendix A, F and G Section 7.03 Extended Work Year Service, unit members paid on salary schedule C shall be compensated at their pro-rata rate of compensation.

- 5. **Savings & Contingency Clauses:** The Parties agree to enter into immediate negotiations for any mandatory subjects of bargaining in the event that:
 - 5.1. Any provision(s) of this Agreement is found to be contrary to law; or
 - 5.2. The State’s per pupil funding apportionment for Virtual Academy students is less than 100% of the per pupil funding of students enrolled in the traditional in-person schools.
- 6. 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.
- 7. This Agreement is non-precedent setting.
- 8. This Agreement shall expire in full without precedent on the last day of the 2021-2022 school year.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 22, 2021
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede June 22, 2021
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Acacia Thede Date
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:
Kisha Borden June 22, 2021
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Kisha Borden Date
President

DocuSigned by:
Abdul Sayid June 22, 2021
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Abdul Sayid Date
Executive Director