

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

**Return to Instruction for the 2020-2021 School Year**

**July 30, 2020**

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1. **Instructional Day (Onsite)**
  - a. The Parties agree to continue to bargain the impacts and effects of the return to onsite instruction.
2. **Instructional Day (Online)**
  - a. In the 2020-2021 school year, and pursuant to the Education Code (Senate Bill 98), educators providing online instruction shall provide daily live interaction for the purposes of instruction, progress monitoring, and maintaining school connectedness.
  - b. Educators shall deliver daily live instruction via video conferencing. In exceptional circumstances where students may not have internet access they can access via telephone, if needed.
    - i. The District shall provide acceptable use policies on the use of live video online learning platforms.
  - c. Synchronous learning in this agreement refers to a learning event in which a group of participants (students and educators) is engaged in learning at the same time. During synchronous learning, an educator is teaching live in real time and may incorporate other media in their daily lessons connected to the standards being taught. Educators provide guidance, support, and check for understanding throughout the lesson and may provide opportunities for students to practice their learning independently.
  - d. Asynchronous learning in this Agreement refers to when the students learn material at different times and locations.
3. **Instructional Minutes (Elementary and Secondary)**: For the 2020-2021 school year, the school day shall include a minimum of three-hundred and sixty (360) minutes of synchronous and asynchronous learning for students coordinated between administrators and educators as follows:
  - a. Two-hundred and forty (240) minutes that will be a combination of both synchronous and asynchronous learning and independent work for students as follows:

- i. One hundred and eighty (180) minutes of teaching and shall include live online whole group and small group instruction daily. The division of instructional time between whole group and small group instruction shall be determined based on the needs of students. Educators shall build daily whole group instruction into their schedules.
    1. For elementary, synchronous learning shall be in Reading, Writing, Mathematics, Science, Social Studies, Physical Education, and VAPA.
    2. Elementary preparation time shall occur during the above-mentioned one-hundred and eighty (180) minutes of instructional time.
    3. 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.
    4. 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.
  - ii. The remaining 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.
- b. The remainder of the work day shall be flex time and preparation time while students engage in one-hundred and twenty (120) minutes of asynchronous learning.
  - i. Flex time and preparation time may include, but is not limited to, the following activities:
    1. Planning instruction and/or services for synchronous and asynchronous learning
    2. Co-planning and collaboration amongst colleagues
    3. Monitoring student activity
    4. Gathering formative and summative assessments
    5. Grading
    6. Coordination of enrichment activities

7. Participating in professional development and staff meetings
8. Participating in IEP, SST, and 504 meetings
9. Daily preparation time provided for secondary educators and non-classroom educators.

4. Early Learning Preschool part day (blended and separate) programs:
  - a. Online: The AM and PM classes shall each contain 180 instructional minutes inclusive of synchronous and asynchronous learning, as follows:
    - i. A minimum of thirty (30) instructional minutes per session of teaching that shall include live online whole group instruction.
    - ii. Forty-five (45) instructional minutes per session, allowing for flexible scheduling between AM and PM students, 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:
      1. Sharing progress with students and families
      2. Providing feedback to students
      3. Availability for questions from students and/or families
      4. Coordination of enrichment activities.
    - iii. The remainder of the workday shall be flex time and preparation time while students engage in one-hundred and five (105) minutes of asynchronous learning. Flex time and preparation time may include, but is not limited to, the following activities:
      1. Planning instruction and/or services
      2. Co-planning and collaboration amongst colleagues
      3. Monitoring student activity
      4. Gathering formative and summative assessments
      5. Progress reporting
      6. Participating in professional development and staff meetings
      7. Participating in IEP meetings
      8. State compliance
      9. Parent education on activities, and sharing progress with students and families

5. Non-Classroom Educators:
  - a. Online: The daily schedule of instruction/services for non-classroom educators shall include:
    - i. Two-hundred and forty (240) minutes of direct and indirect daily instruction/services, inclusive of online whole group instruction, small group instruction, conferring with students, educator initiated office hours, and collaboration with families and outside agencies, including participation in IEP, SST, and 504 meetings.

1. Direct IEP services will be provided live, based on each student's IEP service hours and needs.
2. Non-classroom unit members will create their own schedules, in collaboration with classroom teachers and administrators, based on the needs of the students that they serve.
  - ii. The remainder of the work day shall be flex time and preparation time, as defined in this Agreement.
6. **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.
7. **Learning Management Systems (LMS)**
  - a. Secondary educators shall utilize one of the following learning management systems:
    - i. Google Classroom
    - ii. Canvas
  - b. Elementary educators shall utilize one of the following learning management systems:
    - i. Google Classroom
    - ii. Seesaw
  - c. This does not prevent sites or educators from using their choice of web and/or communication tools such as Kahoot, Class Dojo, or Remind, in addition to the aforementioned LMS.
  - d. As part of their regular instructional leadership responsibilities administrators shall be able to view the educators' LMS and observe online class(es).
8. **Online Learning Problem Solving Task Force**
  - a. Starting in the month of September 2020, the Parties shall convene a task force composed of principals and/or vice principals, district-level instructional leaders, and SDEA unit members designated by the Parties. This committee shall be tasked with problem solving issues related to the implementation of the online learning program and make recommendations for the improvement of the online learning program to SDUSD and SDEA leadership.
9. **Training**
  - a. The week of August 31, 2020 will be scheduled as mandatory virtual staff professional development for non-Visiting Teacher SDEA unit members in the following areas:
    - i. Quality Online Learning
      1. Instructional Strategies
      2. Technology Strategies
    - ii. Implementation of the Integrated Model
    - iii. Social, Emotional Learning and Restorative Justice Practices

- iv. Culturally Responsive-Sustaining Practices and Ethnic Studies
- v. Standards-Based Grading
- vi. Benchmark and Amplify Curriculums
- vii. TK-4 Classrooms
- viii. Implementation of IEP Services in Online Learning Setting
- ix. PowerSchool IEP Management System
- b. Unit members shall work with their administration to determine which professional development is relevant and necessary to their assignment.
- c. During this week of mandatory virtual staff professional development, unit members shall have ninety (90) minutes per workday for planning and collaboration connected to the training provided.
- d. The district will survey SDEA unit members to provide input on the professional development topics in Section 9.a above that will be provided to educators during the week of August 31, 2020, and professional development will include job alike training (e.g. early learning, special education, speech/language, nursing, counseling, school psychology, VAPA).
- e. The District will offer two concurrent sessions of the professional development in Section 9.a above each day during the three educator preparation workdays in the week of August 24, 2020. Unit members, at their discretion, may choose to attend all, or some, of the professional development sessions offered during the educator preparation workdays in the week of August 24, 2020. All sessions offered during the week of August 24, 2020 will also be offered during the week of August 31, 2020. Unit members who choose to attend professional development during the teacher preparation days the week of August 24, 2020, shall not receive additional pay but will be excused from attending those same professional development sessions during the week of August 31, 2020.
- f. Pursuant to the Education Code (Senate Bill 98), during the week of August 31, 2020, educators shall conduct a daily live synchronous check-in prior to the start of the professional development for that day to connect with students and families and set the stage for student learning.
- g. During this professional development week, students and families will participate in a series of online learning modules that will serve as an orientation for the new school year, which may include, but is not limited to:
  - i. Health and Safety Requirements
  - ii. How to use Learning Management Systems
  - iii. Social and Emotional Learning
  - iv. Family Resources
- h. Creation of the online learning modules for students and families will be provided by the district, and completion of the online modules will have no bearing on student grades.

- i. Information regarding the mandatory professional development during the week of August 31, 2020 and any additional training opportunities throughout the school year shall be communicated with all regular bargaining unit members via email.
- j. Throughout the school year, visiting certificated employees will have access to the professional development modules offered during the week of August 31, 2020. Visiting certificated employees may access these modules during the flex time of a confirmed job.

10. Technological Support: The District shall provide unit members technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on the learning management systems identified in Section 7 above and online learning instructional materials.

11. Classroom Access/Materials/Supplies:

- a. Access to Worksite: Unit members in online learning assignments at school sites may choose to access and work from their classroom/workspace at school sites, as they deem necessary, during regular school hours and in coordination with their site administrator, and may only enter the site after completing the health screening process. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, local, and district health recommendations and district policies and procedures.
  - i. Safety Precautions For Accessing Worksite:
    1. Unit members choosing to access and work from their classroom/workspace shall complete a District provided training on health and safety requirements; unit members shall sign an agreement certifying they understand and will follow the requirements set forth and that failure to do so will result in their site access being revoked. Disputes over revocation of access will be addressed with the appropriate Area Superintendent.
    2. The health and safety training shall include training on how to conduct daily health screenings. SDEA unit members shall develop a schedule and partner to conduct educator health screenings upon arrival and prior to entering campus. Screening information will be logged and held at the site and shared with the administrator. The district will provide all necessary materials to safely conduct health screenings.
    3. Administrators shall assist unit members in coordinating the site access schedule and the partnering of educators for temperature taking.
    4. Unit members shall not be compelled to work from their

classrooms during district-wide online learning.

5. Face masks shall be worn in all public areas and may be removed only when the unit member is alone in their classroom/workspace. Concerns relating to individuals who may be unable to wear a face mask will be addressed on a case-by-case basis.

ii. Limitations to Worksite Access:

1. Workspaces cannot be accessed when such workspaces are being accessed by other individuals such as custodial services or contractors.
2. Only one person can be in the designated classroom/workspace (i.e. single classroom) per day. Unit members whose workspace is not self-contained and/or who share a classroom/workspace shall coordinate and share the schedule with their administrator. When possible, unassigned classrooms/workspaces will be made available to members who share a workspace.
3. Only the unit member may access the worksite/workspace; family members or other individuals may not accompany unit members.
4. In-person meetings shall not be scheduled with other individuals while accessing the worksite.
5. No congregation shall take place in any spaces.
6. Pursuant to Senate Bill 98, online learning may include the use of print materials incorporating assignments that are the subject of written or oral feedback. School site administration shall ensure that copies of printed materials are made for students to support the online instructional program of unit members, when necessary.
7. Unit members' access shall be limited to their designated classroom/workspace and restroom facilities.
8. Upon exiting their classroom/workspace, unit members shall conduct closing procedures including securing windows and doors, turning off lights, and emptying trash into designated receptacles.

b. Materials and Equipment: Unit members shall follow site and district procedures and coordinate with their site administrator to obtain all necessary equipment, furniture, internet connections, hot spots, and any other necessary equipment to deliver online learning. Unit members may use the IT Help Desk for support. In-home IT support services will not be provided.

- i. Unit members who have a concern with their appropriate space or equipment will have a process to contact the District to problem solve their concern. The Parties will monitor the implementation of this section in order to identify any members who may need additional support.

- c. Unit members shall not be liable for damage to District equipment checked out

for off-site use.

- d. In coordination with their site administrator, unit members shall be given the opportunity to retrieve supplies and/or equipment from their classroom/workspace to help facilitate online learning.
  - i. Requests to retrieve necessary supplies and/or equipment shall not be denied for arbitrary or capricious reasons.
- e. Summer Access: Unit members shall be able to coordinate with their site administrator to access their classroom and/or workspace during the summer break, while the administrator is on calendar. Unit members coordinating with their site administrator for access outside of the unit member's work year do so voluntarily and without compensation.
- f. Materials for Students: Appropriate instructional materials and supplies shall be provided and distributed to students.
  - i. A process for educators to order appropriate instructional materials and supplies shall be implemented.

**12. Visiting Teachers:**

- a. A core group of designated Visiting Teachers shall be trained on the provision of quality online learning services on August 24 & 25, 2020; employees shall be paid the workshop rate identified in Appendix A to participate in this training.
- b. The base pay for the core group of Visiting Teachers shall be the Established Day-to-Day Visiting Teacher rate found in Appendix D, Section 2.01 of the Collective Bargaining Agreement for confirmed jobs in the substitute management system. Visiting teachers not designated as part of the core group will be paid pursuant to Appendix D.
  - i. The core group of Visiting Teachers shall be eligible for the Long-Term rate of pay if individuals in the core group of Visiting Teachers become eligible by virtue of working the requisite consecutive number of days.
- c. For short term assignments, visiting teachers shall be provided with instructional materials/lessons by the certificated employee who is absent. The absent certificated employee shall not be required to provide their personal district login or passwords to district suite of web applications/systems.

**13. Evaluations:**

- a. Evaluations in progress during the 2019-2020 school year, but were not completed, shall not be continued into the 2020-2021 school year, with the exception of remediation plans as outlined in section 14.6.3 and special evaluations that are being continued from an evaluation started in 2019-2020 as outlined in section 14.9 of the Collective Bargaining Agreement.
- b. The Parties agree to discuss the evaluations process in the online learning setting during the 2020-2021 school year at a later, mutually determined, date.

**14. The Parties will continue to bargain the impacts and effects of the creation of TK-4**

classrooms.

15. 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.
16. This agreement is non-precedent setting.
17. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this agreement with mutual consent.
  - a. The Parties shall also reconvene in order to discuss, or if necessary, bargain the impacts and effects of, the implementation of any changes to this Agreement that may be necessitated by updated regulations from the California Department of Education.
18. 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 July 30, 2020

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Jessica Falk Michelli Date  
Executive Director, Labor Relations

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H. Borden July 30, 2020

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Kisha Borden Date  
President

- DocuSigned by:

Gregory Ottinger July 30, 2020

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**Gregory Ottinger** Date  
**Chief Business Officer**

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Lindsay Burningham July 30, 2020

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Lindsay Burningham Date  
Bargaining Chair

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Abdul Sayid July 30, 2020

Abdul Sayid Executive Director