

Term Sheet for Modification of Return to In-Person Hybrid Instruction to Meet SB 86 Requirements

Between SEA and SUHSD

March 8, 2021

The following terms have been agreed to by the parties:

1. **Mandatory Return to In-Person Hybrid Instruction for all SEA Unit members not already having returned on May 3, 2021**, as all employees will have had the opportunity to be vaccinated by that date if they so desire.
 - A. Consistent with 6c of MOU dated February 8, 2021, in the event that an individual unit member who attempts to schedule their appointment timely within the first seven days of their quartile being eligible, is unable to complete the vaccination process (whether that is a one-step process like Johnson and Johnson or a two-step process that includes a required initial and second dose of the vaccine) due to Unforeseen Circumstances then the unit member and the principal/supervisor will adjust the unit member's mandatory date to report to the school site to ensure the unit member will be fully vaccinated including the two weeks needed to fully develop antibodies prior to being required to return to the classroom. Unit member will contact the principal to inform them about their unforeseen circumstances as soon as practicable after it occurs to ensure the principal can assist with scheduling to most timely ensure vaccination occurs. "Unforeseen Circumstances" may include but are not limited to disqualifying factors from being able to receive the vaccine on scheduled date, unforeseen illness, appointment canceled by provider, availability of required dose, excessive delays at vaccine site, family emergencies.
2. **SB 86**: While the District was already scheduled to reopen for In-Person Hybrid instruction under the 10% model as set forth in the February 8, 2021 MOU, the parties are entering into this modification of the agreement with the intent to open the District to hybrid instruction consistent with SB 86. (MOU's requirements of safety measures, maximum room capacity and social distancing standards shall be maintained. Whenever possible, while still allowing meeting the SB 86 threshold, 10% per day will be the target. For example: specialty programs such as EHA or Special Education numbers will be measured by maximum room capacity as opposed to threshold)

To meet the threshold requirements for SB 86 we must:

 - A. Invite 12th grade and all prioritized groups of students (e.g. foster, homeless, at-risk, abused/neglected, students with disabilities, English language learners, no internet/disengaged)
 - B. Provide in-person instruction at all school sites on every instructional day starting on or after April 1, 2021 but before May 15, for all of the above students who wish to return to in-person hybrid instruction, remain open (except where quarantined).
3. **April 12 – Voluntary Return to In-Person Hybrid**: The parties desire to open for in-person instruction consistent with SB 86 on or about April 12, 2021, but know that based on the current

number of teachers volunteering to return on April 12, 2021, that the SB 86 threshold will not be met. As such, to incentivize teachers to return to in-person hybrid instruction the following incentives will be offered:

- A. Teachers who return to in-person hybrid instruction for the entire period of time between April 12, 2021 and April 30, 2021 (except where on approved sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of April of 7%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.

The previous week will include the asynchronous days PD and prep days called for in the February 8, 2021 In-Person Hybrid Instruction MOU.

- B. Teachers with children of school age that need childcare due to school closures, may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children's safety and behavior; the district or other district staff cannot be responsible for the teacher's children's safety on campus. Further, the District is working to identify childcare sites to accommodate non-school aged and school aged childcare at no cost to teachers.
- C. On or about March 9, 2021 after 2:00pm, teachers will be resurveyed with the information about incentives specified to request commitments to return voluntarily for April reopening.
- D. If after surveying teachers, student and working with the school sites to determine how to serve all students required under SB 86, the parties are not able to identify sufficient teachers volunteering to return to serve the students required, the parties will revert to terms of the February 8, 2021 MOU related to students being selected for April 12, 2021 reopening, however the District commits to providing Section 3(B) access to childcare for any volunteers.

- 4. **May 3 – Mandatory Return to In-Person Hybrid:** The parties desire to maintain in-person hybrid instruction consistent with SB 86 through the end of the school year. Based on the continuation of in-person hybrid instruction, the following assistance is offered if we can meet SB 86 criteria:

- A. Teachers who return to in person hybrid instruction for the entire period of time between May 3 – June 4, 2021 (except where on approved sick leave or quarantine) will receive a one-time increase in their monthly pay for the month of May and June of 2%, based on the work required to implement a new system of in-person hybrid instruction and the level of flexibility needed in offering the instruction to make sure we can serve all students set forth in SB 86.
- B. Teachers with children of school age that need childcare due to school closures may bring their children to work until they are able to arrange childcare, as long as they are able to fulfill their duties while managing their children's safety and behavior; the district or other district staff cannot be responsible for the teacher's children's safety on campus. Further,

the District is working to identify childcare sites to accommodate non-school aged and school aged childcare at no cost to teachers.

5. Parties acknowledge that under both the 10% MOU and SB 86 requirements to offer services to all students with disabilities, the special educators in moderate, mild/moderate, moderate/severe, and transition, and other similarly situated or self-contained classrooms may exercise the flexibility to modify their in person hybrid, synchronous, and asynchronous schedules to accommodate student needs so long as the 240 instructional minute requirements are satisfied. Parties acknowledge the February 8, 2021 commitment to determine how to serve all students with disabilities while simultaneously ensuring classroom safety prior to voluntary reopening.

The Parties agree that these Terms for Modification to meet the SB 86 requirements will become effective upon ratification of this document by SEA Bargaining Unit Members and approval by the SUHSD Board of Trustees.

For the Association:



3/8/2021

Dalisay Quitlen




[Leo Hsu \(Mar 8, 2021 15:55 PST\)](#)

Leo Hsu



[John Cox \(Mar 8, 2021 17:04 PST\)](#)

John Cox



Tere Harris



[Lourdes A Renteria \(Mar 8, 2021 17:13 PST\)](#)

Lourdes Renteria



[Chad Cooper \(Mar 8, 2021 15:56 PST\)](#)

Chad Cooper

Executive Director STCU, CTA/NEA

For the District:

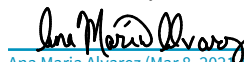


[Scott Hendries 3-8-21 \(Mar 8, 2021 16:06 PST\)](#)

Scott Hendries, Director of Labor Relations



Eduardo Reyes, Chief Human Resources Officer



[Ana Maria Alvarez \(Mar 8, 2021 16:08 PST\)](#)

Ana Maria Alvarez, Asst. Superintendent,
Teaching & Learning

Roman Del Rosario, Principal

Janea Quirk, Acting Asst. Supt, Facilities &
Operations

Jenny Salkeld, CFO

Michelle Sturm Gonzalez, Dir. Special Services



Jennifer Carbuccia, General Counsel