

**TENTATIVE AGREEMENT
BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
THE ADMINISTRATORS ASSOCIATION SAN DIEGO (AASD)
CLASSIFIED BARGAINING UNIT**

**Return to Instruction for the 2020-2021 School Year
July 13, 2020**

To protect our students, their families, and all school staff, the San Diego Unified School District (“District”) and the Administrators Association San Diego (AASD) Classified Supervisory Unit, collectively referred to as the “Parties”, have reached the following Agreement to ensure a safe return to instruction for the 2020-2021 school year.

Health and Safety:

1. The Parties will follow health and safety guidelines established by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), with final guidance by the San Diego County Department of Public Health (“County”) for safely opening schools.
2. To help prevent the spread of COVID 19, prior to any school or central office reopening, the District will train its employees in appropriate measures (public health measures, hygiene, sanitation, etc.) to prevent the spread of the virus and will ensure its facilities (school site or central office) have the necessary District-funded supplies for preventative sanitation measures.
3. The District shall provide all AASD members any District-funded Personal Protective Equipment (PPE) necessary to complete their work assignment in accordance with the guidance referenced in Section 1 above, including but not limited to face masks, face shields, gloves, etc. This also includes physical barriers, when necessary, and cleaning supplies in the workplace. Where there are differences in the guidance referenced in Section 1 above regarding the appropriate level of PPE, the District will provide the higher level of PPE recommended for the situation.
4. Physical distancing shall be enforced at all District facilities in accordance with the guidance referenced in Section 1 above. AASD unit members will have the full support of the District leadership in enforcing such physical distancing and there must be a clear and consistent policy/procedure for the circumstances communicated to AASD unit members who are responsible for enforcing the policy/procedure on how to handle a situation where an individual may be non-compliant. This policy/procedure will be in place prior to any physical reopening of schools or central offices and will be communicated to AASD members at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable.
5. The use of face coverings shall be enforced at all District facilities and in all District vehicles where others are present in accordance with the guidance referenced in Section 1 above, except individuals unable to wear a facial covering as identified through the Americans with Disabilities Act (ADA) or Individual Student Healthcare Plan (ISHP) processes. AASD unit members will

have the full support of the District leadership in enforcing the requirement of facial coverings and there must be a clear and consistent policy/procedure for the circumstances communicated to AASD unit members who are responsible for enforcing the policy/procedure on how to handle a situation where an individual may be non-compliant. This policy/procedure will be in place prior to any physical reopening of schools and will be communicated to AASD members at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable.

6. 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. AASD will be consulted in the creation of any policy that defines essential visitors.
7. Health screenings shall be performed daily for anyone entering a school site or central office. Essential visitors who do not pass the health screening shall be denied entry. Staff and students who do not pass the health screening or begin to display symptoms consistent with COVID-19 during the school day or workday will be sent home or sent to an isolation room on site pending travel home. Return to protocols will follow County guidelines. AASD unit members will be provided with clear and consistent guidelines for handling such situations at least two weeks prior to any reopening of schools or return to a physical work site, or as soon as reasonably practicable.
8. To help prevent the spread of COVID-19, all meetings at the District-level shall be held in an on-line setting or by telephone. The District shall not hold in-person management meetings, professional development or other type of meetings until COVID-19 health and safety guidelines referenced in Section 1 above permit. At the school site or central office, all meetings with staff, families or the community will be held either in an on-line setting or by telephone and will not be held in-person until COVID-19 health and safety guidelines referenced in Section 1 above permit.
9. The District will establish a “hotline” available to AASD unit members and other management who are charged with enforcing the health and safety policies and procedures where they can call or e-mail and get immediate assistance when conflicts arise, clarification is needed, or decisions must be made regarding health and safety matters. This hotline will be available on all District workdays, Monday through Friday, from 7:00 a.m. to 4:00 p.m. and will be staffed with a person in authority who has the capability to make decisions or who has direct access to those who can make decisions. In the rare event that a message must be left, all calls will be returned promptly, within the same day.
10. The District will provide AASD represented 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.
11. Upon notification that an employee or student has been infected with COVID-19, the District shall work with public health officials and assist with contact tracing and any required notifications.
12. In the event an expert panel is convened to make recommendations and/or decisions regarding school reopening, AASD will be permitted to have the AASD Executive Director and three (3)

classified representatives from the AASD unit to have an opportunity to have a dialogue with the expert panel.

Assignments, Leaves and Accommodations

The reopening of school must be dependent upon health and safety guidelines approved by the public health officials. Presuming the District reopens the 2020-2021 school year on August 31, or at a later date, with both online and onsite instructional programs for students, AASD members may be impacted by these learning options depending on if their assignment is at a physical school site, central office location or both. Depending on the type of position AASD unit members hold in the District, members may be afforded an option to work onsite or work remotely or both. If an AASD member is unable to physically report, the process below is afforded to the AASD member and will be handled in a confidential manner by the Chief Human Resources Officer or designee.

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. 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. 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. If any AASD 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, 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. If a member does not have a disability, but would like to request accommodation due to other circumstances (e.g. care for a family member) they must also make the appropriate notice to Human Resources. AASD members have the right to have their AASD union representative present as part of the process.

Effective July 1, 2020, any AASD member unable to perform the essential functions of their job and who cannot be accommodated, will be compensated in accordance with the CARES Act prior to utilizing their own personal leave balances. This will apply to AASD 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.

Evaluations

The Parties agree to discuss the evaluations process for the 2020-2021 school year at a later, mutually determined, date.

Wages

In the likely event that any 10-month or 11-month AASD-represented employee is required to work on their “off calendar” days between July 1, 2020 and June 30, 2021 in order to prepare for an August school reopening or a reopening during the school year, employees shall be paid for any time worked. No employee will be required to accept compensatory time in lieu of payment for time worked.

In recognition of the unprecedented times and the financial status of the District, AASD unit members will not be forced to take vacation by August 15, 2020 in order to bring current vacation balances below 328 hours. AASD unit members who will exceed the vacation cap of 328 hours by August 15, 2020 will not receive payment for hours in excess of 328 and must create an annual plan with their supervisor to bring their vacation balance below the 328 cap by August 15, 2023.

Miscellaneous

In recognition of the fact that these are unprecedented times and in response to the workload of AASD members, the District agrees that centrally-organized professional development for AASD members will be related to the work of ensuring racial justice and equity within the instructional program, as well as implementing the reopening plan. Any centrally organized professional development for AASD members not related to these topics will be discussed with the AASD Executive Director prior to scheduling.

To address workload and fatigue, the District will, when possible, take into consideration limiting the duration of centrally scheduled on-line meetings (whether through Zoom or other platforms) and the amount of time provided between meetings, and will provide for breaks.

In order for AASD unit members to be able to successfully implement any school reopening plan, they must receive clear, concise and timely communications from the District regarding all topics related to school reopening. AASD represented members will receive communications prior to other district staff or the public, whenever possible.

The Parties agree the MOU addresses the impacts and effects of resuming instruction in the 2020-2021 school year. The parties recognize that the COVID-19 pandemic is evolving and so is the governmental response. The parties will comply with the most current state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees and will bargain as needed over the effects of such further directives. Should any conflicts arise, the District will follow the most current policy. Either party has the right to re-open bargaining in the event new information becomes available or events occur that affect the terms and conditions of employment of AASD employees.

If any other bargaining unit receives any compensation or benefit over and above what AASD has negotiated in this Agreement, the AASD Classified unit members shall receive the same.

This Agreement shall expire on June 30, 2021, and may be extended by mutual written agreement.

This is a one-time, non-precedent setting agreement limited to school reopening following school closures due to COVID-19.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli July 13, 2020
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
A Thede July 13, 2020
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Acacia Thede Date
Chief Human Resource Officer

FOR AASD:

DocuSigned by:
Donis Coronel July 13, 2020
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Donis Coronel Date
Executive Director, AASD

DocuSigned by:
Jesus Montana July 14, 2020
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Jesus Montana Date
Classified Bargaining Chair, AASD