

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

**Phase One Appointment Based Onsite Learning for the 2020-2021 School Year
September 4, 2020**

1. Phase One Appointment Based Onsite Learning

- a. The Parties acknowledge that our students have a wide range of learning needs. In an effort to mitigate learning loss and provide targeted instruction for TK-5 students who need the most support, opportunities for onsite appointment based learning will be considered for students:
 - i. Who received a below standard report card in Spring 2020, as defined below:
 1. Below standard represented by an average academic mark of a 1 or 2 in English Language Arts strands; or
 2. Below standard represented by an average academic mark of a 1 or 2 in Math strands; or
 - ii. Who do not have a Spring 2020 report card (incoming TK, K, or new students to the district) and who are not making progress toward grade level standards; or
 - iii. Who have an IEP and:
 1. Are not meeting their IEP goals; or
 2. Have intense support needs; or
 - iv. Who have been recommended for an initial assessment or require a triennial assessment, and require standardized assessment that cannot be completed online for eligibility.
- b. For students identified pursuant to the criteria in Section 1.a., educators shall review students' progress towards individual goals and grade-level proficiency by analyzing formative assessments, observations, and information gathered from families, in order to propose students who need modifications to online support and/or need onsite appointment based learning opportunities and/or assessments.
 - i. Administrators and teachers shall engage with site teams, which may include a counselor, psychologist, nurse, education specialists, related services providers, and/or English Learner coordinator, to collaboratively develop and implement a plan using existing staff and resources to provide support to students identified through this process. The number of students who will be provided appointment based onsite learning is contingent upon available site staff and resources and may include the recommending educator. In the event staff or resources are not able to be implemented, the principal will lead the team to discuss a timeline for implementation.

- ii. Administrators will coordinate with site and central office personnel once students are identified to receive appointment based onsite learning, to make arrangements for transportation, meals, health and safety protocols, and coordination of classroom access, preparedness, and sanitation.
 - c. Students identified through the above process will continue to receive online learning, in addition to appointment based onsite learning.
 - d. Onsite appointments with students shall be limited to groups of no more than six (6) students in grades TK-3 and eight (8) students in grades 4-5, and in accordance with the health and safety guidelines in this Agreement.
 - e. Appointment based onsite learning will occur within the 180 minutes of whole/small group instruction and/or the 60 minutes of additional small group instruction, conferring, and office hours established for classroom teachers.
 - f. Appointment based onsite learning will occur within the 240 minutes of direct and indirect daily instruction/services periods of time established for non-classroom educators.
 - g. The parties agree that the site administrator is ultimately responsible for the work and employees who report to the worksite. In the event the site administrator is not able to report to the site they will work with their supervisor to arrange for an administrative designee.
 - h. If the site administrator is working remotely, the administrative designee will be responsible for responding to on-site urgent or emergency matters. The site administrator will remain the leader responsible for all work that will be implemented for the site.
2. Health and Safety Guidelines for Phase One
- a. Public Health Authorities: 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 as contained in the UCSD summary report (attached in Appendix A), with final guidance by the San Diego County Department of Public Health (“County”) for safely opening schools.
 - i. 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.
 - b. Training: 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.
 - c. Personal Protective Equipment: The District shall provide all unit members who report to the site with any District-funded Personal Protective Equipment (“PPE”) necessary to complete their work assignment in accordance with the guidance referenced in Section 2.a. 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 2.a. above regarding the appropriate level of PPE, the District will provide the higher level of PPE recommended for the situation.
- d. Masks: The use of face masks sufficient to cover the mouth, nose, and chin, is required for all unit members who-report to the site.
 - i. Face Shields: Face shields shall be provided to AASD members who request it.
 - e. Isolation Room: Site administrators will not staff the isolation rooms as part of their regular duties but may provide temporary coverage if it becomes necessary.
 - i. If temporary coverage of the isolation room becomes necessary, site administrators 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.
 - f. 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.
 - g. Health Screenings: Health screenings shall be performed daily for anyone entering a school site or central office in accordance with the guidance referenced in Section 2.a. above. 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 school protocols will follow County guidelines. Site administrators may not be the initial level of health screenings, although may do health screenings temporarily in the event that all persons assigned to perform are not available.
 - h. Meetings: All meetings involving AASD members shall be in an online setting. Professional development shall not take place in person.
 - i. Physical Distancing: Physical distancing of six (6) feet shall be maintained between all individuals. There may be limited scenarios where six (6) feet distance is impractical including, but not limited to, passing in a hallway, etc.
 - j. Congregation: Employees shall not socially congregate with any person(s) in any workspace, including but not limited to offices, break rooms, common lunch areas, hallways, restrooms and other workspaces. In accordance with current County guidelines, no social activities shall take place in any workspaces in order to protect the health and safety of all and prevent COVID-19 spread.
 - k. 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.
 - i. The District will provide a weekly summary COVID-19 report to AASD.
 - ii. AASD agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
 - iii. Unit members should report any unsafe working condition to their supervisor. Unit members may also make a report to the District's hotline for AASD members or make a report to the District's online reporting system. Employees may access the system to monitor the progress of their report.

<https://secure.ethicspoint.com/domain/media/en/gui/55492/index.html>

- l. Hand Sanitization: The following will be made available:
 - i. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels;
 - ii. Every classroom shall be provided hand sanitizer;
 - iii. Non-classroom workspaces shall be provided hand sanitizer;
 - iv. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
 - v. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked promptly as needed and prior to the beginning of each school day.
- m. Daily Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces that are occupied by students, administrators, and other staff (excluding spaces exclusively used by educators for online instruction only) are disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using a disinfectant on the Environmental Protection Agency List "N".
- n. Ventilation: The District will follow current guidance referenced in Section 2.a., ensuring ventilation systems operate properly and increase outdoor air circulation as much as possible. All classrooms shall use any combination of mechanical ventilation, natural ventilation, and HEPA air purifiers, as the individual room characteristics dictate, to provide adequate air exchanges. 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.
 - i. All areas used as the isolation space/room 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 an isolation space/room.
3. All components of the current Collective Bargaining Agreement, and the July 13, 2020 Agreement, between AASD and the District not addressed by the terms of this Agreement shall remain in full effect.
4. After meeting the requirements in Section 2.a. and prior to the implementation of Phase One the District shall provide AASD members with at least two weeks' notice.
5. This agreement is non-precedent setting and only addresses the terms for phase one of the return to onsite instruction. Terms for subsequent phase(s) shall be subject to bargaining.
6. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.

7. 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 AASD:

DocuSigned by:

Jessica Falk Michelli September 11, 2020

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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:

Donis Coronel September 10, 2020

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Donis Coronel Date
Executive Director, AASD

DocuSigned by:

Acacia Thede September 14, 2020

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Acacia Thede Date
Chief Human Resource Officer

DocuSigned by:

Scott Thomason September 11, 2020

AC4065EC2E0B421...
Scott Thomason Date
Certificated Bargaining Chair, AASD