

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

**Increasing Participation in Phase One Appointment Based Onsite Learning  
for the 2020-2021 School Year**

**February 11, 2021**

1. Supporting the Implementation of Phase One Appointment Based Learning
  - a. Joint Communication. The Parties will issue joint communication and commit to providing ongoing and up-to-date education to staff and families around the onsite opportunities available during Phase One and the health and safety protocols in place, including the availability of personal protective equipment (PPE), COVID-19 testing, and vaccinations.
  - b. Children in the Workplace. Unit members assigned to a school site, who are providing services during Phase One, who do not have other childcare options, may bring their school age child/children to work with them. Children of staff members will be supervised in accordance with health and safety guidelines based on available staff. The District will fund the cost of staff who are designated to provide the supervision, if the time is outside of their regular work hours.
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

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- 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: Classified AASD members 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, AASD members 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. Outdoor settings are encouraged to be utilized for Phase One Onsite Appointments whenever practicable. The Infant & Toddler program and TRACE may meet in public, non-District premises, such as local public parks. When appropriate to meet health and safety protocols, outdoor learning settings on District premises will be coordinated by the site administrator, and set up by the District when equipment is needed.
  - g. 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.
  - h. An additional staff member may support instruction/services during Phase One instruction/services.
  - i. 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. AASD members may not be the initial level of health screenings, although may do health screenings of assigned staff or in the event that all persons assigned to perform are not available.
  - j. Meetings: All meetings involving AASD members shall be in an online setting. Professional development shall not take place in person.
  - h. 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.
  - i. Congregation: Employees shall not socially congregate with any person(s) in any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms and other workspaces. In accordance with current County

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- 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.
- j. 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>
  - k. 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.
  - l. Daily Cleaning/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 cleaned daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures. Workspaces will be disinfected in accordance with current health and safety guidance using a disinfectant on the Environmental Protection Agency List "N".
  - m. 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

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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. Effective January 1, 2021, any AASD member unable to perform the essential functions of their job and who cannot be accommodated, will be provided COVID leave in accordance with the expired Families First Coronavirus Response Act leave eligibility 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.
4. The District intends to present an additional proposal related to Phase One implementation after San Diego County opens COVID-19 vaccination to educators (Phase 1B-Tier 1).
5. 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.
6. This agreement is non-precedent setting and only addresses the terms for phase one and phase one expansion of the return to onsite instruction. Terms for subsequent phase(s) shall be subject to bargaining.
7. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
8. This Agreement shall expire in full without precedent at the start of Phase Two or on the last day of the 2020-2021 traditional school year, whichever comes first, unless extended by mutual written agreement.

FOR THE DISTRICT:

DocuSigned by:

*Jessica Falk Michelli*

February 16, 2021

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Jessica Falk Michelli

Date

Executive Director, Labor Relations

DocuSigned by:

*Acacia Thede*

February 17, 2021

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Acacia Thede

Date

Chief Human Resources Officer

FOR AASD:

DocuSigned by:

*Donis Coronel*

February 17, 2021

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Donis Coronel

Date

Executive Director, AASD

DocuSigned by:

*William Cheney*

February 18, 2021

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William Cheney

Date

Classified Bargaining Chair, AASD

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