

**TENTATIVE AGREEMENT  
BETWEEN  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
AND  
THE ADMINISTRATORS ASSOCIATION SAN DIEGO (AASD)  
for the Classified and Certificated Units**

**Path to Safely Restarting Required School Site Unit Member In-Person  
Instruction/Services; COVID-19 Leave; Onsite Instruction and Health and Safety**

**March 24, 2021**

WHEREAS, the Parties agree that the health and safety of our students, staff, families and community is at the forefront of a return to onsite instruction; and

WHEREAS, the Parties acknowledge that guidelines, requirements, and procedures may change based on State and/or County guidelines and evolving scientific information; and

NOW THEREFORE, the Parties agree as follows:

1. Three Criteria to Require Unit Members' In-Person Instruction/Services:
  - a. Onsite Mitigation Factors. 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 from the UCSD summary report, with final guidance by the San Diego County Department of Public Health ("County") for safely opening schools.
  - b. County Risk Level. Onsite instruction shall commence and all staff shall return onsite when San Diego County risk level enters the Red Tier as currently defined by the California Department of Public Health, and according to California's Blueprint for a Safer Economy. The Parties shall return to the bargaining table if the CDPH criteria for risk level tiers changes.
  - c. COVID Vaccinations.
    - i. Prior to reporting in-person to District schools or worksites for required instruction/services with students, unit members shall have had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule.
    - ii. The District shall actively support and assist the San Diego County Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:
      1. The Parties shall each communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and

- how to make an appointment, if necessary, to receive the vaccine;
2. The Parties shall each provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;
  3. Non-exempt classified unit members may utilize 2-hour personal business leave in accordance with Administrative Procedure 7134 to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of personal business leave in order to be vaccinated. Exempt classified and all certificated unit members may utilize Partial Day Absence to cover any time away from work.
2. Onsite Training and Unit Member Preparation. AASD unit members shall return onsite prior to students returning. Onsite training of staff related to health, safety, and site procedures, and unit member preparation will occur one week prior to students returning onsite.
  3. Onsite Instruction for the 2020-21 School Year. The district will provide site administrators with the central office support necessary to implement the Onsite Instruction for the 2020-21 School Year agreement with SDEA dated March 12, 2021. If necessary, the AASD Executive Director will discuss any concerns with the Executive Director, Labor Relations who will bring the concerns to District leadership.
  4. Spring Break Stipend for Lead Principals, Principals and Vice Principals. Upon certification, and in recognition of the fact that site administrators may work during Spring Break in order to prepare for return to onsite instruction, Lead Principals, Principals and Vice Principals will be paid pro-rata for any day worked during Spring Break (March 29-April 2) pursuant to Appendix C- Site Administrator Salary Rules Section 7.04(a) of the collective bargaining agreement between the Parties.
  5. Spring Break – Central Office Certificated Management and Classified Supervisors/Managers. Any central office certificated manager or classified manager/supervisor, who was planning to take accrued leave time off during Spring Break, and who is required to work to prepare for return to onsite instruction, will not be charged any leave for the time they work during Spring Break.
  6. Accommodations.
    - a. If any unit 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, who 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.
      - i. Potential accommodations options that may be considered for unit members, identified pursuant to Section 6.a above, may include but are not limited to:

1. Purchasing or modifying equipment or products,
    2. Making work-site accessible,
    3. Modifying schedule and allowing leave time,
    4. Modifying methods (e.g., tests, communication, training)
    5. Reassignment or transfer,
    6. Eliminating, reducing, or substituting less critical, non-essential job functions,
    7. Remote work agreement between the District and employee that may allow for provision of online services.
  - b. A unit member who does not have a disability, but would like to request a modification to their work due to demonstrable hardships, including but not limited to being a caregiver for a child or other family member who is at increased risk of severe illness from COVID-19, must make the appropriate notice to Human Resources in order to assist in identifying options.
  - c. Unit members have the right to have a representative present as part of the process in Sections 6.a or 6.b.
7. COVID-19 Leave. Effective January 1, 2021 through June 30, 2021, any AASD member unable to perform the essential functions of their job and who cannot be accommodated, will be provided up to 80 hours of COVID leave prior to utilizing their own personal leave balances in accordance with the expired Families First Coronavirus Response Act leave eligibility. 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.
- a. Effective February 27 through June 30, 2021, up to five (5) days of this COVID-19 leave may be utilized by AASD unit members experiencing side effects related to receiving a COVID-19 vaccine in the rare circumstance the side effects render the unit member unable to work. The unit member must provide proof they have received the vaccine to access this leave.
8. Children in the Workplace.
- a. In the event such an option is available and does not conflict with health and safety protocols, AASD unit members shall have access to extended learning opportunities for the school age children of the unit member, either at the child's school, or when there is an age appropriate setting at the AASD unit member's school site.
9. General Safety Protections
- a. The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and with final guidance by the San Diego County Department of Public Health, including, but not limited to:

- i. CDPH "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year", dated January 14, 2021.
    - ii. San Diego County Public Health Order date February 6, 2021.
  - b. All revisions and updates to the above health and safety guidance will be incorporated and followed. If any provision contained in this Agreement conflicts with revised or updated guidelines, best practices will be followed based on recommendations and considerations from San Diego County Department of Public Health or CDPH.
  - c. 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.
  - d. The District shall actively monitor each campus and work location for compliance with COVID-19 health and safety protocols.
    - i. Unit members who have a safety concern shall report the concern to their supervisor or site custodial staff. If the unit member does not receive a response within one (1) work day, the unit member may complete an online safety reporting form to submit safety concerns.
    - ii. Reports shall go to the unit member's supervisor, site BSS, and the District Safety Office. All submitted reports shall be responded to within one (1) workday.

10. Protocol for Monitoring COVID-19 Symptoms and Positive Cases

- a. COVID-19 symptom screenings shall be required daily for anyone entering a school site or central office in accordance with the guidance referenced in Section 9 above. Students and staff who do not pass symptom screening or who become symptomatic during the day will be sent home immediately. Such students and staff will wait in a separate go-home area pending travel home. The District shall provide all staff supervising individuals in the go-home area with required PPE.
- b. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- c. The District's contact tracing program shall be in writing, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The District's contact tracing program will include:
  - i. Staff who test positive for COVID-19 shall provide information to District designated contact tracers at a school site or central office location.
  - ii. Rapid notification to identified District sites and separate communication to close contacts in 24 hours or less.
  - iii. District close contacts are contacted and referred to San Diego County Department of Public Health for contact tracing beyond District employees.
- d. The District shall partner closely with the San Diego County Department of Public Health for a robust contact tracing program.

- e. District Monitoring Program. Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home in isolation or quarantine.
    - i. For students, site staff will give appropriate guidance on when to return to school based on the most current and up-to-date “ San Diego County Office of Education Decision Tree” and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
    - ii. Site staff will inform appropriate staff on a need to know basis about student or staff return to school date while maintaining confidentiality whenever possible.
    - iii. Site staff, in consultation with a COVID-19 central office liaison, will notify staff of positive cases and outbreaks, including written communication for general exposure, and written communication to close contacts to the appropriate students and staff members. Written communication shall include a recommendation for COVID-19 testing.
      - 1. Notice for general exposure shall include anyone within a classroom, stable groups, or other congregate settings.
  - f. Union Notification. Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:
    - i. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers’ compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
    - ii. The cleaning and disinfecting plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
  - g. Return to Work Criteria. The District will adhere to Cal-OSHA, CDPH, and San Diego County Department of Public Health guidance for confirmed or suspected cases of COVID-19 in a school or central office work location.
  - h. Quarantine and Closures. The Parties will follow the most current and up-to-date health and safety guidelines established by the CDPH for quarantine and closure of classrooms, school sites, and the District, in consultation with the San Diego County Health Department.
11. COVID Hygiene. The District shall comply with the COVID-19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives.
- a. Physical Distancing
    - i. Shared Spaces. Staff in shared work or school spaces (other than classrooms) will allow for 6 feet of distancing.

- ii. Persons on school grounds or offices, including students and staff, will not be allowed to congregate in staff rooms, break rooms, entrances, exits, hallways, or other common areas. At places where students and staff congregate or wait in line, the District shall mark spots on the floor or the walls 6 feet apart to indicate where to stand.
- b. Face Masks
- i. The District shall make available disposable surgical masks to staff to wear while on school grounds/work location if they have forgotten a mask. District shall provide reusable cloth face masks to staff.
  - ii. Unit members caring for individuals who present COVID-19 like symptoms and are in an isolation space pending travel home 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.
    - 1. Whether or not a surgical mask or N95 is worn, a face shield shall be provided as additional protection for occasions when the unit member is in close proximity to a symptomatic individual, in order to protect their eyes and other parts of the face.
  - iii. All adults and students 2 years of age and older must wear face masks over both their nose and mouth at all times on campus/worksites. A face mask should only be removed for meals, snacks, when it needs to be replaced, or other outdoor mask breaks.
    - 1. The District shall make every effort to arrange for student/staff meals to be consumed outdoors, weather permitting.
    - 2. There may be circumstances where a student with a disability may need a mask accommodation in order to participate onsite. The goal of this process is to ensure that the unique needs of students are considered as accommodations are identified and determined. Sites will engage in the reasonable accommodation process. Where indicated, utilization of outdoor spaces and/or additional PPE may be provided to unit members.
      - a. The District shall provide the ISHP template for mask accommodations that include potential additional safety mitigations for indoor settings where a student has received a mask accommodation.
    - 3. In accordance with CDPH guidelines, staff who are unable to wear masks shall engage in the reasonable accommodations process as outlined by the District's Human Resources Division.
    - 4. 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.

- a. Unit members working with the Infant & Toddler program and TRACE shall be provided full PPE including but not limited to single use surgical style face mask, face shield, disposable gown, and gloves, when requested.
      - b. Parent(s) and/or guardian(s) present for in-person Infant Program services must adhere to the masking requirements of this Agreement.
    - iv. The District shall create updated policies and procedures related to proper mask usage for staff and students.
  - c. Handwashing. The District will ensure that adequately supplied hand washing stations or hand sanitizer is available and easily accessible in all areas frequented by staff and students.
  - d. Personal Protective Equipment (PPE)
    - i. The District shall ensure that there is an adequate supply of Personal Protective Equipment in the warehouse, and each school/worksites will receive routine deliveries of supplies, and on-demand as requested.
    - ii. Employees shall not share PPE, including but not limited to gloves, goggles, and face shields.
    - iii. Protective barriers may be used in limited scenarios at an individual unit member's workstation where six (6) feet distance is impractical including, but not limited to, viewing students work.
    - iv. Unit members shall request PPE through the site custodial staff. If after speaking with the custodial staff the unit member is unable to secure PPE, the unit member may contact [ppe@sandi.net](mailto:ppe@sandi.net).
  - e. Shared Equipment and Supplies. Staff shall wipe clean any high touch surfaces on shared supplies and equipment, after their use.
12. Ventilation. The District will follow current guidance referenced in Section 9, ensuring ventilation systems operate properly and increase outdoor air circulation as much as possible. All District classrooms and workspaces shall use any combination of mechanical ventilation, natural ventilation, and HEPA air purifiers, as the individual room characteristics dictate, to provide adequate air exchanges with the goal of achieving a minimum of five (5) per hour. 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. The District shall actively monitor the particulate matter and/or carbon dioxide within school sites and central office facilities.
- a. All areas used as the go-home area 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 a go-home area.

- b. The District shall provide information to unit members on the appropriate combination of mechanical ventilation, natural ventilation, and HEPA air purifiers for classrooms and workspaces.
  - i. Informational materials on proper ventilation shall be provided.
  - ii. Classrooms not served by a MERV-13 equipped HVAC unit shall be provided two (2) air purifiers.
  - iii. Classrooms without HVAC shall be provided three (3) purifiers.
  - iv. Every workspace not served by a MERV-13 equipped HVAC unit, with more than one (1) person shall be provided air purifiers.
- 13. Cleaning and Disinfecting Plans. In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDPH cleaning and disinfecting guidance in the "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year".
- 14. COVID-19 Testing. Testing shall be mandatory for all staff in accordance with the February 11, 2021, COVID-19 Testing MOU. A District testing program will be available free of charge for all students who choose to participate. The District shall strongly encourage participation in the testing program including but not limited to providing educational materials and enrollment forms to all families participating in onsite instruction.
- 15. 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.
- 16. Meetings. All meetings involving AASD members, including those with parents, shall be in an online setting. Professional development shall not take place in person.
- 17. Labor/Management COVID Safety Committee: No later than two (2) weeks after the start of onsite instruction, the Parties will convene a Labor Management COVID-19 Safety Committee.
  - a. The COVID-19 Safety Committee will:
    - i. Meet regularly during the remainder of the 2020-21 school year.
    - ii. Be composed of representatives from the District and two (2) representatives from each bargaining unit.
    - iii. Monitor COVID-19 safety data and reports from District schools and worksites.
- 18. The Parties may bargain any identified impacts and effects related to the 2021-2022 school year.
- 19. All components of the current Collective Bargaining Agreements between AASD (Classified and Certificated) and the District not addressed by the terms of this Agreement shall remain in full effect.
- 20. This agreement is non-precedent setting.

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- 21. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
- 22. This Agreement shall expire in full without precedent on July 30, 2021, unless extended by mutual written agreement.

FOR THE DISTRICT:

DocuSigned by:

*Jessica Falk Michelli* March 25, 2021

Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:

*Acacia Thede* March 30, 2021

Acacia Thede Date  
Chief Human Resource Officer

FOR AASD:

DocuSigned by:

*Donis Coronel* March 25, 2021

Donis Coronel Date  
Executive Director, AASD

DocuSigned by:

*Scott Thomason* March 25, 2021

Scott Thomason Date  
Certificated Bargaining Chair, AASD

DocuSigned by:

*Jesus Montana* March 25, 2021

Jesus Montana Date  
Classified Bargaining Chair, AASD