

**CVE CVESD PROPOSAL**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
AND  
CHULA VISTA EDUCATORS

REGARDING WORKING CONDITIONS DURING THE COVID-19 PANDEMIC DURING THE 2020-2021 SCHOOL YEAR

**October 27, ~~OCTOBER 20-13-6, SEPTEMBER 22,29~~ 2020**

This Memorandum of Understanding is agreed between the Chula Vista Elementary School District ("District") and the Chula Vista Educators ("CVE"), collectively referred to hereinafter as "the parties", concerning working conditions during the COVID-19 Pandemic during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

The District shall adhere to the most recent COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the California Department of Education (CDE), and the San Diego County Department of Public Health. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines when applicable. ~~Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive current mandates guidelines and or mandates orders then in effect to minimize potential health and safety risks for all unit members, students, and their families.~~

**Requirements for Safe Schools**

The District may reopen schools for in-person instruction in accordance with state and county mandates regarding opening schools **when the following conditions within the CVESD boundaries are met:**

Due to the disproportional impacts of COVID-19 on the communities serviced by CVESD, the District shall only return to in-person/physical schooling when conditions within CVESD boundaries meet the following conditions:

- Conditions in all zip codes within CVESD boundaries reflect no greater than moderate spread (orange tier, 1-3.9% rate per 100,000, 2-4.9% positive tests as defined by the California Blueprint for a Safer Economy). Following the Center for Disease Control and Prevention’s Indicators for Dynamic School Decision Making, the District’s average for the number of new cases per 100,000 persons within the last 14 days will be less than or equal to 200 (orange level).**

| Lowest risk of transmission in schools<br>< 5/100,000   | Lower risk of transmission in schools<br>5 to 20/100,000   | Moderate risk of transmission in schools<br>20 to 50/100,000  | Higher risk of transmission in schools<br>50 to 200/100,000   | Highest risk of transmission in schools<br>> 200/100,000   |
|---|--|---|---|--|
| <b>Mitigation stances are best decided by a local workgroup that includes an epidemiologist.</b>  |  |   |   |  |
| <ul style="list-style-type: none"> <li>Consider resuming 5-day per week in-person learning for all willing students</li> <li>Physical distancing between students as practicable</li> <li>Maintain stable cohorts that do not mix</li> <li>Emphasize all other mitigation measures</li> </ul> | <ul style="list-style-type: none"> <li>Consider if physical distancing at less than 6-feet would provide greater access to in person learning</li> <li>Consider allowing more regrouping of students as necessary for instruction</li> </ul> | <ul style="list-style-type: none"> <li>Consider if physical distancing at less than 6-feet would provide greater access to in person learning</li> <li>Consider allowing limited regrouping of students as necessary for instruction</li> </ul> | <ul style="list-style-type: none"> <li>Operate hybrid instruction</li> <li>Incorporate 6-feet between student desks</li> <li>Limit cohort size based on capacity of room with physical distancing</li> <li>Maintain stable cohorts that do not mix children</li> <li>Implement screening/entry procedures that maintain 6-feet</li> </ul> | <ul style="list-style-type: none"> <li>Limit in-person learning and services to students with the greatest needs</li> <li>Use the Sept. 4 Cohort Guidance</li> </ul> |

- The District shall coordinate with county public health agencies to ensure a system for all students, staff, and the community to access widespread, accessible, and frequent testing and when necessary, contact tracing, and isolation of new cases. The District shall provide to all stakeholders COVID resources, including testing information, on a regular basis.

3. The District has ensured full implementation of COVID-19 prevention measures as outlined herein. In addition, clear protocols for a return to in-person instruction of any kind (cohort, hybrid, etc) have been established including those subject to negotiations under the EERA including transfers and assignments, hours, class size, leaves, and any other areas determined to be within the scope of bargaining.

## 1. Definitions

- a. **“Classroom”** is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, or any other common space on a school campus.
- b. **“Cohort”** is a group of students that maintains social isolation and social distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19.
- c. **“Common Equipment”** – is any school equipment, materials or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- d. **“Common Space”** – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms,
- e. **“Face Coverings”**- appropriate face coverings or masks as recommended by federal, state, and local public health guidance.
- f. **“Hand Sanitizer”** - An agent applied to the hands for the purpose of removing common pathogens (disease-causing organisms). The District shall provide a product that contains at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (CDC and FDA Advisories).

- g. **“Cohort/Hybrid”** - the instruction of students through both virtual learning and in-person attendance on campus.”
- h. **“Personal Protective Equipment” (“PPE”)** – this refers to equipment that is used to limit or prevent the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 masks, face shields, neck guards, barriers, gloves, goggles, gowns etc. The parties recognize that different circumstances require different types of PPE.
- i. **“Physical Distancing”** - physical space to help decrease the spread of the virus by increasing the space between people through adherence to the current county and state recommendations, guidelines, and mandates for social distancing.
- j. **“Workspace”** – any location where a unit member can reasonably be expected to be required to perform assigned duties.
- k. **“Distance Learning”**- instruction in which the student and instructor are in different locations and students are under the general supervision of an employee of the local educational agency.

## 2. Health and Safety

- a. Health Screenings: The District shall require all students, employees, and visitors be screened for symptoms daily prior to entering school. Visitors with any symptom consistent with COVID 19 (as identified by the CDPH and County HHSa) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close and direct contact with a person with a confirmed case of COVID-19 will be sent home or sent to an isolation room on site pending travel home.
- b. Upon notification that an employee or student has a confirmed case of COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have had contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period. The privacy of the person(s) testing positive shall be protected.
  - i. CVE members required to self-quarantine by the District because of possible exposure to COVID-19 at work, as defined by CDPH and County HHSa guidelines, and are unable

to work from home, shall not be required to utilize their own leave for the duration of the quarantine.

c. ~~ii.~~ COVID-19 Testing: The District will work with county public health officials to provide unit members access to COVID testing. The cost, location, and/or frequency of such testing will be determined by health officials and/or medical professionals. All protocols agreed to or in place for contact tracing/notification shall be applied to this testing.

i. **Positive Cases**

1. Upon notification that an employee or student has tested positive for ~~been infected with~~ COVID-19, the District shall initiate contact tracing in conjunction with local health department officials.
2. Students or unit members who test positive for COVID-19 must provide documentation to the District and self-isolate for 10 days from onset of symptoms or positive test date in accordance with County Fever/COVID-19 Symptom Decision Tree guidelines. If possible the employee or student may participate in distance learning or work remotely.
3. If a student or employee on campus tests positive for COVID-19, all students, unit members, and other staff who came in "close contact" (as defined by County guidelines) with that student will self-isolate **quarantine** off campus for the next 14 calendar days from the last known contact date. If possible the employee or student may participate in distance learning or work remotely for the duration of the isolation period.
4. Any person who tests positive for COVID-19 shall not return to campus until all public health requirements from the County COVID-19 Symptom Decision Tree have been verified.

d. Physical Distancing: Maximum capacity will be calculated, measured, marked, and posted in each room or area. based on maintaining six feet of physical distancing between all individuals. In the event public health conditions improve and 6 feet physical distancing is no longer recommended by public health agencies referenced above the parties may explore other safety options.

i. Classroom Space: The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

- ii. There may be limited scenarios where six (6) feet distance is impractical including, but not limited to, **supporting special needs students**, passing in a hallway or viewing student work. Members must be certain that such proximity is brief.
- iii. One-way Direction/Movement: Where possible, the District shall ensure that movement through buildings and hallways is unidirectional, maximizing physical distancing. The site safety committee will work together to determine practices and protocol to implement physical distancing guidelines related to directional pathways.
- iv. Multiple and Assigned Entry Points: No member shall be required to monitor ingress/egress during their prep time. Where possible, multiple ingress and egress points for use when coming to school for in-person learning shall be designated.
- v. Congregation: When staff, students, and necessary contractors/visitors occupy any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms, they must adhere to physical distancing protocols and wear their masks. In accordance with current county guidelines, any social activities on campus must follow current safety protocols outlined within this MOU.
- e. Meetings: No unit members will be required to attend in-person District and/or site **staff** meetings, or professional development. ~~and Meetings with parents involving CVE members shall continue to be in an online setting. An exception may be necessary for IDEA mandates.~~ **Meetings with parents and/or students where a unit member will be present, will be held on-line unless meeting in-person is required pursuant to an IEP, state/federal legal requirements or if otherwise requested by a parent.**
- f. Personal Protective Equipment (PPE): The District shall require the proper use of face masks by all staff, students, and necessary contractors/visitors. This includes the covering of mouth and nose, with the exception of when eating and exercising outdoors at a distance greater than six feet apart. Such masks shall be provided by the District prior to being required to report to school sites. When appropriate, the District shall also provide face shields and/or other forms of PPE. Face shields can be used to enhance, not replace, face masks, unless they are used with a neck drape tucked into the shirt. ~~The parties shall determine appropriate levels of PPE necessary for each job classification prior to physically reopening schools.~~

- i. In-lieu of using District-provided PPE, unit members, students and visitors may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- ii. **For Individuals** who cannot wear a mask because of a documented health issue or a documented disability that prevents wearing a mask, **the District will ensure that a less-restrictive, but safe alternative is provided. ~~instead be required to wear a face shield and neck drape (tucked into the shirt).~~** Masks and face shields may not be required for students with a medical apparatus when use of a mask or face shield prevents or obstructs the use of the apparatus or for students **with documented disabilities.**
- iii. The District shall provide safety and disinfectant training, including proper mask usage and cleaning, storage, and disposal, prior to the return to school. The District shall also provide these safety guidelines to parents/guardians.
- iv. N95 Respirator Masks: The parties agree that certain members shall be provided N95 respirator masks with instructions when possible. The parties recognize a current shortage in supplies and agree to the following:
1. Unit members caring closely for individuals who present COVID-like symptoms shall be provided fit-tested N95 respirator masks.
  2. Unit members with high numbers of daily workplace contacts or who are required to be in close contact with students unable to wear a face mask and/or properly physically distance, shall also be provided N95 respirator masks or equivalent.
- ~~v.-3-~~ No unit member shall be required to perform their duties on site without proper District-provided PPE. **For unit members requiring specific PPE, if necessary PPE is unavailable and the unit member does not have their own, the unit member will be sent home and will not lose pay.** Members shall not be negatively affected or suffer a loss of pay due to the District's failure to provide sufficient PPE.

g. Hand Sanitization: The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. All individuals shall be encouraged to use medically effective hand sanitizer and/or wash hands upon entering district sites and upon entering separate buildings. The District shall comply with the following hand washing logistical requirements:

- i. Every room with a sink shall be stocked with soap and paper towel dispensers;
- ii. Every classroom shall be provided hand sanitizer whenever possible;
- iii. Workspaces without sink access shall be provided hand sanitizer;
- iv. A sufficient amount of hand sanitizer shall be provided at each ingress point, including cafeteria and lunch areas whenever possible;
- v. All hand washing or hand sanitizing supplies shall be checked and restocked upon notification and prior to the beginning of each school day.

h. Daily Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are disinfected daily by trained staff, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by health officials.

- i. Unit members shall be provided with spray disinfectant to quickly spray high use classroom areas such as desks, doorknobs, light switches, faucets, etc. at the end of each day; however, unit members are not responsible for cleaning and disinfecting.
- ii. All parties shall avoid equipment and materials sharing whenever possible. Students shall be provided individual equipment and materials whenever possible.

i. School Nurses:

- i. During the 2020-21 school year, each school site shall be assigned and have access to a Registered Credentialed School Nurse. ~~Each site shall also be assigned at least one full time Licensed Vocational Nurse (LVN) in order to ensure at least one licensed medical professional is on site each school day.~~ School personnel will have online access to their regularly assigned school nurse on days when their nurse is not present on

**campus. In addition, a Licensed Vocational Nurse (LVN) will be placed at the District Office for online support.**

- ii. The health office shall only be used for health issues not suspected to be related to COVID. Students who are suspected of being infected with COVID shall be isolated in another area. In the temporary event that an isolation area must be relocated, all other available locations must be exhausted prior to temporarily relocating to the health office.
- iii. Isolation areas shall be in a separate location. Isolation areas may be set up in empty rooms or outdoor areas enclosed with easy-up canopies with opaque sides or other tent-like structures. If there are multiple students or staff with COVID symptoms needing to wait in the isolation areas at the same time double physical distancing and/or barriers will be needed.

j. Ventilation: The District shall ensure all HVAC systems operate in a mode to provide the most effective ventilation possible, to deliver the most frequent air exchanges per hour, including disabling demand-controlled ventilation, and opening outdoor air dampers to maximum capacity the HVAC unit can handle without damage. Air filters shall be MERV-13 where systems can accommodate **and/or supplies are available**, and changed at the recommended intervals. Classrooms, isolation areas and/or other rooms without **MERV-13** filtration shall be equipped with **an ionization system or** a HEPA air purifier with a large enough capacity and flow rate for the square footage of the room. The District will comply with all state and local regulations in regards to all HVAC systems.

k. Student/Staff Lunch:

i. Parties will comply with Article 8 Hours of the Collective Bargaining Agreement (CBA).

ii. To the extent possible, lunch shall be held outdoors, in the cafeteria, or in the multipurpose room.

l. Recess: In order to maximize distancing and limit contacts, recess shall be modified as necessary. ~~School sites may use **by the School Safety Committee at each school site to review and modify safety protocols as needed.** Modifications may include but are not limited to such as staggering times, maintaining intact groupings, having only outdoor recess, and/or preventing students from using shared equipment.~~

- i. ~~The district shall provide personnel to ensure student compliance and supervise students and provide relief for supervising staff members requiring restroom breaks.~~
- m. School Safety Plan: The School Safety plan will operate in compliance with Ed Code 32280-32289.5 School Safety Plans. Each school site's safety committee will evaluate the School Safety Plan in order to ensure the compliance enforcement of with safety requirements stipulated in the Injury Illness Prevention Plan (IIPP) and outlined herein. The principal (or designee) at each school site ~~shall endeavor to ensure the safety committee is composed of the following: The safety committee at each site will may include the administrator,~~ invite a credentialed school nurse, a CVE site representative, a classified member, a primary teacher, an upper grade teacher, a Special Education teacher and, whenever possible, a YMCA supervisor.
- n. The District shall provide access to an updated the current Injury Illness Prevention Plan (IIPP) to all unit members. The Parties agree to incorporate into the IIPP COVID-19 safety protocols outlined in this agreement, and others as necessary.

## LEAVES

### **1. Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)**

- a. **For unit member self-care:** A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member is experiencing symptoms of COVID-19, has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, or is seeking diagnosis and is unable to work remotely. The District may request verification prior to placing a unit member on paid leave.
- b. **For unit members to care for others:** A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work remotely due to the need to care for a minor child or an individual who is either diagnosed with COVID-19, has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, or is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave.
- c. Unit members may be eligible for leave under the federal Families First Coronavirus Response Act (FFCRA), which is currently in effect through December 31, 2020, for specified qualifying reasons. The District will provide employees with information regarding their rights and pay under FFCRA, including the option to supplement an otherwise unpaid portion of FFCRA leave with any accrued leave under the CBA.

d. Consistent with current policies and practices for leaves, FFCRA leave may be used by members in half or full day increments.

**2. Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure**

a. Unit members who work directly with students or the general public and who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall be provided an alternate work assignment without loss of compensation or benefits if at all possible.

**3. Industrial Accident Leave/Workers' Compensation**

a. All provisions of the CBA pertaining to Industrial Accident Leave and/or Workers' Compensation remain in effect.

b. In regards to workers' compensation claims, The District ~~will shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for unit members who are tested by a medical professional and diagnosed with COVID-19 after having been at a District site.~~ comply with SB 1159.

**4. Catastrophic Leave**

a. All provisions of the CBA pertaining to Catastrophic Leave remain in effect.

**COHORT/HYBRID MODEL**

For the purposes of this MOU, an on-site Cohort/Hybrid Model shall refer to the instruction of students through both virtual learning and in-person attendance on campus.

**1. Return to in person instruction**

~~a. Levels for Return to in person instruction:~~

|  |   |
|--|---|
| <del><u>Level 1</u></del><br><del><u>Distance Learning</u></del> | <del><u>No students on campus for instruction; Distance Learning only</u></del> |
| <del><u>Level 2</u></del>  | <del>25% of students on campus, cohort hybrid model; most students on</del>     |

|  |  |
|--|--|
| <u>Preparation Time for Hybrid Model</u> | <i>campus one day a week</i> <b>Hybrid teachers and hybrid support staff only for at least 21 work days (see 1.e); students remain in Distance Learning</b>  |
| <u>Level 3 Hybrid Model</u>              | 50% of students on campus, cohort/hybrid model; most students on campus <i>two days a week</i> <b>Hybrid model begins. Some students return to in-person learning, some students in distance learning.</b> |
| <u>Level 4 Full Return</u>               | 100% of students on campus, cohort/hybrid model; most students on campus <i>four days a week</i> <b>Full return (no hybrid)</b>  |
| Level 5                                  | Full return; no distance learning  |

**Hybrid Model I:**

**Unit member's class roster will be divided into two parts: A Group & B Group.**

**Each group will attend in-person only 2 days per week either Monday/Tuesday or**

**Wednesday/Thursday.**

**Each group will participate in assigned asynchronous remote learning on the two non-in-person days.**

|                |                           |   |   |
|----------------|---------------------------|---|---|
| <u>Group A</u> | <u>Mon/Tues in-person</u> | <u>Wed/Thur asynchronous menu with check-in</u> | <u>Friday: whole roster Distance Learning</u> |
| <u>Group B</u> | <u>Wed/Thur in-person</u> | <u>Mon/Tues asynchronous menu with check-in</u> |   |

**Fridays will include both groups (all students) in distance learning.**

**Within the first 30 minutes of each school day, Unit members (classroom teachers) will take attendance and "check-in" with both groups. This may be accomplished all at once or alternating while one group is engaged in asynchronous learning.**

**The daily "check-in" for the remote learning group shall include but is not limited to SEL (prompt/thought of the day) & review of asynchronous learning menu for the rest of that school day.**

**Remote Learning Group daily spans:**

**assignments (menu) are not to exceed Distance Learning (AB77) Instructional Minutes per grade**

|                                     |  |  |
|-------------------------------------|--|--|
| <u>180 minutes for Kindergarten</u> | <u>230 minutes for 1-3<sup>rd</sup> grades</u> | <u>240 minutes for 4-8<sup>th</sup> grades</u> |
|-------------------------------------|--|--|

**In-person Group: 300 instructional minutes, plus 15 minute recess break, 45 minute lunch break. The instructional day will be decreased by 30 minutes.**

**Unit member will have a total of 60 minutes prep time for each school day while in the Hybrid Model.**

**Hybrid Model:**

**Unit member's class roster will be divided into two groups: In-person students/Distance Learning students. A phased in approach will be utilized starting with PK-1 and adding grade levels incrementally.**

**All teachers will be working from their classroom. Teachers will meet simultaneously online and in person with their students Monday through Friday, with Friday being a minimum day.**

**The in-person class size shall be limited to ensure that students maintain a minimum of six feet social distancing. Should in-person requests exceed classroom capacity, priorities will be determined and waitlists generated.**

**Within the first 30 minutes of each school day, unit members (classroom teachers) will take attendance with both groups.**

**In-person/Distance Learning Group: 300 instructional minutes, plus 15-minute recess break, 45 minute lunch break.**

**Unit member will have a total of 60 minutes prep time for each school day while in the Hybrid Model.**

- a. ~~b.~~ Per CDPH Order, dated July 17, 2020, entitled "COVID 19 and Reopening In-Person Learning Framework for K-12 Schools in California," the school year will start at Level
- b. ~~c.~~ Prior to moving ~~out of Level 1~~ to in-person instruction, the District shall ensure the following:
  - i. All classrooms shall have furniture arranged and/or removed in order to comply with six feet of physical distancing for students when seated. ~~Students shall not share desks or other workspaces.~~
  - ii. as explained in the Framework for K-12 Schools in California, all school staff and contract employees returning to campus shall be tested for COVID 19. ~~The District shall ensure all staff and contract employees are tested periodically by their primary care provider or by referring staff to a community testing site, as testing capacity permits and as practicable. Results of the tests must be shared with the District as requested.~~
- c. ~~d.~~ If the Governing Board authorizes a return to in-person instruction move from Level 1 to Level 2, the District will provide 14 calendar days' advance notice to the CVE President as well as unit members.
  - i. ~~Level II:~~ As part of the transition to hybrid instruction, and prior to the physical return of students, all unit members providing in-person hybrid instruction and support will be expected to resume working on campus.
  - ii. ~~The two weeks prior to transitioning to a hybrid model (Level III) hybrid teachers and support staff will provide no more than 120 minutes of synchronous instruction. The remainder of the instructional minutes will be asynchronous in order for unit members to~~

~~have individual planning and preparation time.~~

iii. ~~Conditions may necessitate the District revert to Distance Learning a lower level depending on guidance from the San Diego County Health and Human Services Department, or if conditions have worsened as outlined above in Requirements for Safe Schools numbers 1, 2, and 3.~~

iv. In moving from Level 2 to Level 3, or Level 3 to Level 4, ~~As additional grade levels are returned to in-person instruction, unit members will be given at least one week's advance notice. Levels will not be skipped (e.g., Level 3 to Level 5).~~

v. In moving from Level 4 to Level 5, unit members will be given at least two weeks' advance notice.

vi. Leveling up would only be considered if all schools remain open for some form of in-person instruction for at least 10 consecutive school days and are able to operate within County guidelines.

b. e. While working under any model for school opening, including distance learning, unit members shall continue to receive their full compensation and benefits.

i. Unit members shall continue to receive stipends and/or additional pay if the duties can be and are performed.

## 2. ~~3-~~Class Size/ Caseload

a. Unit members' class sizes/caseload shall not exceed the contractual limit with the implementation of cohort/hybrid learning ~~nor will it exceed the capacity to maintain six feet of distance of all persons in the classroom.~~ The number of students in attendance for in-person instruction must not exceed the room capacity that maintains six feet between all persons when seated, and maintaining fire safety regulations.

b. The District shall make every effort to balance rosters/caseloads.

c. ~~Cohorts of students shall remain stable and separate from other cohorts. When delivering in-person instruction or services, no unit member shall exceed more than 31 student contacts per week.~~

d. The District shall structure all work assignments to minimize, as much as possible, the number of total contacts for all people at a school or worksite, as well as travel between work sites.

## 3. Working Conditions

a. During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks.

- b. The District shall make every effort to avoid increases to unit member workload regardless if the unit member is teaching the Distance Learning or the Cohort/Hybrid model.
- c. Unit members teaching in the cohort/hybrid model shall have thirty (30) minutes of daily preparation and an additional thirty (30) minutes, for a total of sixty (60) minutes preparation time to be used at the unit member's discretion.
- d. ~~In person instruction All instructional models during the 2020-2021 school year shall follow the AB 77/SB 98 minutes:~~
  - ~~1. 180 instructional minutes (3 hours) in preschool/TK/kindergarten;~~
  - ~~2. 230 instructional minutes (3 hours 50 minutes) in grades 1 to 3, inclusive;~~
  - ~~3. 240 instructional minutes (4 hours) in grades 4 to 8, inclusive.~~
- e. ~~After the in-person student instructional day is completed, unit members shall have the discretion to complete the workday either on site, at home, or another location of their choosing.~~ If a member chooses to work from home, fifteen (15) minutes shall be allotted for travel time.
- f. Unit members shall ~~not~~ may be required to record video of themselves or broadcast live to students at home, ~~nor can they be required to consent to being recorded by another person.~~

#### 4. ~~5.~~ Distance Learning Model

- a. During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, families may choose distance learning only for their students. The five- day work week for all unit members in this model shall include both synchronous and asynchronous teaching and will follow the current Distance Learning MOU.

#### 5. ~~6.~~ Site Return to Distance Learning Model

- a. The parties recognize that there may need to be flexibility to change students' instructional model from on-campus hybrid to a distance learning model and vice versa. When safety conditions do not allow for on-campus instruction to occur then a distance learning model will be implemented, or if conditions have worsened as outlined above in Requirements for Safe Schools numbers 1 and 2.

TRANSFERS AND ASSIGNMENTS: Transfers and reassignments related to COVID-19 necessity shall follow the protocols outlined in Article 33.5.2, Transfers During the School Year, 33.4 Requests for Transfer During the School Year, and 33.2 Transfer of Displaced Teachers, in the collective bargaining agreement except as described below:

In Hybrid Model, unit members will be assigned to in-person instruction according to their current grade level position or assignment. VAPA/PE teachers will continue with distance learning support.

In the event a unit member provides documentation from their health care provider stating that they are unable to return to in-person instruction, the District shall evaluate these requests on an individual basis and notify the unit member of any reasonable accommodations and/or leaves of absence that the unit member is eligible for.

- ~~a. The District will determine the number of in person and remote teaching assignments necessary and notify all bargaining unit members in accordance 33.4.1. The District shall solicit volunteers prior to implementing involuntary transfers for in person positions.~~
- ~~b. Transfers and reassignments in order to facilitate instruction in the COVID-19 pandemic will be considered temporary. For the 2021-2022 school year, whenever possible, unit members will be returned to their original school of record and the assignment held at the start of the 2020-2021 school year.~~
- ~~c. Staff assigned to a remote position will remain at their school site whenever possible.~~

~~2. Accommodations — The Parties acknowledge that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.~~

- ~~a. Unit members who provide documentation of an underlying high risk condition or have someone in their immediate family with whom regular physical contact is unavoidable and is at high risk for COVID-19, shall be provided an alternate work assignment without loss of compensation or benefits.~~

All components of the current Collective Bargaining Agreement between the CVE and District not addressed by the terms of this agreement shall remain in full effect.

- a. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and confer negotiate as needed regarding subjects within the mandatory scope of bargaining as well as others subject to consultation.

Given the fast-changing nature of this pandemic, CVE reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

It is agreed and understood that this agreement is subject to the approval of CVE and the CVESD Governing Board.

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For the Association

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For the District