

ADDENDUM TO THE 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 (HYBRID INSTRUCTION)

December 16, 2020

This Addendum to the Memorandum of Understanding Regarding Working Conditions During the 2020-2021 School Year is agreed between the Chula Vista School District ("District") and Chula Vista Educators ("CVE"), collectively referred to hereinafter as "the parties", concerning the negotiable impacts and effects of a Hybrid Model.

Hybrid Instruction Model

1. Professional Development and Preparation Time for Hybrid Model

The District recognizes the need for unit members to have time to prepare for the hybrid instructional model, to collaborate with their colleagues, to engage with parents and students, to prepare for adjustments from distance learning to hybrid.

- A. As per Return to In-Person Instruction, Level 2 (Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year), hybrid teachers, nurses, and counselors will return to work on campus for at least five work days prior to students returning. Students shall remain in Distance Learning during this time.
 - i. As per Return to In-Person Instruction (1.c.ii, Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year) hybrid model teachers will not be expected to provide more than 180 minutes of synchronous instruction per day. The remainder of the instructional minutes will be asynchronous in order for unit members to have additional individual planning and preparation time.
- B. The District shall ensure appropriate safety training, consistent with the IIPP, is provided to all unit members prior to the implementation of a return to in-person instruction.
- C. The parties recognize the unique needs of students adjusting to in-person instruction after a period of Distance Learning. Therefore, the District shall provide professional development on trauma-informed care and social-emotional wellness.

2. Class Size/Caseload

- A. Unit members' class sizes/caseload shall not exceed the contractual limit with the implementation of hybrid learning nor will the number of in-person students present for hybrid learning exceed the capacity to maintain six feet of distance of all persons in the classroom.
- B. No unit member shall be responsible for more than their class roster or caseload in either a hybrid or distance learning model. Dual immersion teachers may be responsible for students on two rosters. Whenever possible, alternatives to reduce the number of daily student interactions for dual immersion such as self-contained classrooms or block schedules will be implemented. Members teaching in the DI program and their site administrators will collaborate to determine the hybrid schedule in accordance with all applicable safety language.
- C. Middle school teachers will be responsible for their class rosters. Whenever possible, alternatives to reduce the number of daily student interactions such as self-contained classrooms or block schedules will be implemented. Members teaching in the middle school program and their site administrators will collaborate to determine the hybrid schedule in accordance with all applicable safety language.

3. Instructional Day and Duty Day in the Hybrid Model

During the 2020 21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, unit members in the hybrid model are expected to work and be available during their normal contractual work hours. For unit members in the hybrid model, the duty day (start and end time) will remain consistent with the site's current daily schedule.

- A. The hybrid model shall consist of A/B cohorts in an AM/PM model Monday through Thursday.
 - a. The District will ensure disinfecting of classrooms between AM/PM cohorts.
- B. Instructional minutes shall be a combination of in-person and asynchronous instruction and shall follow the instructional minute requirements set forth in AB 77:
 - a. In-person instructional minutes (synchronous) shall be 155 minutes for each of Cohorts A and B.
 - b. Daily asynchronous instructional minutes shall be no fewer than:
 - i. 25 minutes for Preschool-k;
 - ii. 75 minutes for grades 1-3;
 - iii. 85 minutes for grades 4-8;

- c. The time value of asynchronous work shall be determined by the unit member.
 - d. The daily schedule shall include at least one 30 minute block of prep time.
- C. On Fridays, synchronous instructional minutes shall be 155 minutes with the remaining instructional minutes asynchronous in accordance with SB 98/AB77. The remainder of the work day will be allocated for the following:
- a. 60 minutes for collaboration
 - b. 70 minutes for planning and preparation
 - c. 90 minutes for staff meeting/professional development (except during parent conference week and the Friday before report cards are due.)
- D. The District shall make every effort to avoid increases to unit member workload regardless of whether the unit member is working in the Distance Learning or the Hybrid model.
- E. Members assigned to a hybrid position shall not be required to simultaneously provide synchronous instruction to students at home.
- F. The district shall assign members to remain in the Distance Learning Model for students who elect to continue with full-time distance learning, pursuant to Section 6: Transfers and Reassignments, below.
- G. If necessary, due to the number of students who request to remain in distance learning and the number of staff available for such assignment, the District may exceed class size limitations in the collective bargaining agreement by no more than 3 students per distance learning class.

4. Unit Members without a Roster

Unit members who do not have a roster will continue to provide services and support to students. Services and support will be provided virtually; however, it may be necessary for unit members to work with students in person. Unit members may be required to adjust their daily schedule to conform with the hybrid model. Service providers will not be required to share office (or classroom) space.

- A. VAPA/P.E. teachers, resource teachers, teachers on special assignment, and Innovation and Living Coast Discovery Center teachers will continue to provide services virtually.
- B. RSP teachers, Speech and Language Pathologists, Adapted Physical Education teachers, teachers for the Visually Impaired, and Orientation/Mobility Specialists may work remotely; however, in-person services may need to be provided based on student needs. The service provider shall be responsible for scheduling and coordinating in-person services, including initial and triennial assessments, if standardized assessments

are needed to determine eligibility; all safety provisions outlined in the MOU Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year, dated November 13, 2020 shall be applicable. To the extent possible, support services and instruction shall not disrupt in-person instructional time.

- C. Nurses will work from their assigned school site(s) and shall continue to provide services within their job descriptions, as outlined within the Distance Learning MOU, and support the Hybrid Model, in accordance with the MOU Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year, dated November 13, 2020.
- D. School psychologists, lead school psychologists, counselors and social workers will work from their assigned school site. Counseling sessions will be provided virtually (from their office); however, in limited scenarios 1:1 in-person sessions may be provided based on services required in IEPs, 504s, BIPs, or in the event of a mental health emergency.
- E. Each school site, with input from service providers, VAPA, and classroom teachers, shall develop a schedule to facilitate the coordination of services, teaching, and meetings. The schedule shall be provided to all site unit members.

5. Distance Learning Model

- A. For unit members assigned to full-time distance learning assignments, when in-person (hybrid) instruction has resumed, the terms in the MOU REGARDING THE DISTANCE LEARNING MODEL DURING 2020-2021 SCHOOL YEAR, dated August 13, 2020, will continue to apply.
- B. If it is ever necessary for the District to change from in-person (hybrid) instruction to full time distance learning due to safety conditions, the terms outlined in the MOU REGARDING THE DISTANCE LEARNING MODEL DURING 2020-2021 SCHOOL YEAR, dated August 13, 2020 will continue to apply. In addition, voluntary cohorts of students may be allowed as outlined in the MOU Regarding Working Conditions during the Covid-19 Pandemic during the 2020-21 School Year, dated November 13, 2020.

6. Transfers and Reassignments

- A. Any transfers or reassignments occurring as a result of COVID19 will only apply to the 2020-2021 school year.
- B. The District shall determine the number of full-time distance learning assignments available. Unit members who provide documentation that they or a household contact are at higher risk of severe illness due to COVID-19 and request to work remotely shall be given priority to remote assignments. Any additional remote positions will be assigned based on credential qualifications and District seniority.

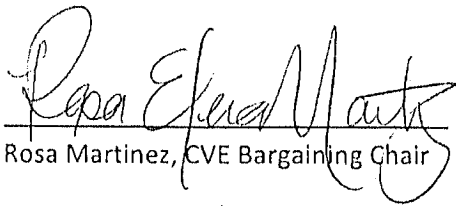
- C. The District shall make a reasonable effort to avoid transfers/reassignments requiring a change in schools/classrooms. Site staffing continuity will be factored in when determining whether to assign unit members to in-person or distance learning assignments unless the member requires an accommodation that cannot be met otherwise.
- D. In the event of a site transfer to accommodate the hybrid model, the parties agree to follow Article 33.5.2 of the current agreement.
- E. If the District transfers or reassigns a unit member to another school site occurring as a result of COVID-19 the following shall apply to the 2020-2021 school year and prior to the start of the 2021 2022 school year.
 - i. If a transfer occurs, unit members getting transferred will be provided two (2) full days for preparation.
 - ii. The District will provide transportation and labor to move the unit member's materials to the new assigned location.
 - iii. No unit member's supplies or equipment shall be packed, labeled, or moved without the unit member having been previously contacted.
- F. If a grade level reassignment occurs the site administrator shall permit the unit member being reassigned a minimum of one (1) duty-free day of instructional time for planning and preparation.

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. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and negotiate as needed regarding subjects within the mandatory scope of bargaining, as well as others subject to consultation, to the extent not already addressed by this agreement.

Given the fast-changing nature of this pandemic, either party reserves the right to demand to bargain should CDPH and/or San Diego County COVID-19 guidelines change, and those changes materially affect any of the provisions of this agreement.

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

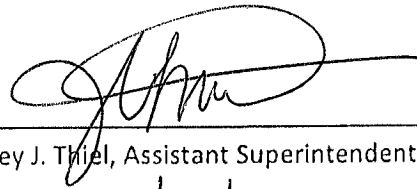
Unless otherwise agreed by the parties, this agreement will expire June 30, 2021.



Rosa Martinez, CVE Bargaining Chair

12-17-20

Date



Jeffrey J. Thiel, Assistant Superintendent/HR

12/17/20

Date