

CVE 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

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 guidelines or orders then in effect to minimize potential health and safety risks for all unit members, students, and their families.

Requirements for Safe Schools

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:

1. 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).

2. 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”**- cloth 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.
 - 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.
- c. Physical Distancing: The District shall adhere to the following standards of physical distancing and will maximize the utilization of outdoor spaces. Maximum capacity will be calculated, measured, marked, and posted in each room or area.

- 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, 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. Where possible, multiple ingress and egress points for use when coming to school for in-person learning shall be designated.
 - v. Congregation: To ensure physical distancing, staff, students, and visitors shall not congregate in any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms, and other workspaces. In accordance with current county guidelines, no social activities shall take place in any workplaces.
- d. Meetings: District and/or site meetings, professional development, and meetings with parents involving CVE members shall continue to be in an online setting.
 - e. Personal Protective Equipment (PPE): The District shall require the proper use of face masks by all staff, students, and 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.
 - 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. Individuals who cannot wear a mask because of a documented health issue shall 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.

- 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 all members shall be provided N95 respirator masks 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 social distance, shall also be provided fit-tested N95 respirator masks or equivalent.
 - 3. No unit member shall be required to perform their duties on site without proper District-provided PPE. Members shall not be negatively affected or suffer a loss of pay due to the District's failure to provide sufficient PPE.
- f. 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 required to use medically effective hand sanitizer and/or wash hands upon entering district sites and every time a classroom or shared workspace is entered. The District shall comply with the following hand washing logistical requirements:
 - i. Every room with a sink shall be stocked with no-touch soap and paper towel dispensers;
 - ii. Every classroom shall be provided hand sanitizer;
 - iii. Workspaces without sink access shall be provided hand sanitizer;
 - iv. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point, including cafeteria and lunch areas;
 - v. All hand washing or hand sanitizing supplies shall be checked and restocked upon notification and prior to the beginning of each school day.
- g. Daily Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are disinfected daily by trained custodial 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, lightswitches, 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.

h. 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).

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.

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.

i. 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 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals. Portables, isolation areas and/or other rooms without adequate, or functioning central HVAC using MERV-13 filtration shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

j. Student/Staff Lunch:

i. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.

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

k. Recess: In order to maximize distancing and limit contacts, recess shall be modified as necessary by the Safety Committee at each school site, 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 relief for supervising staff members requiring restroom breaks.

- l. School Safety Plan: Each school site's safety committee will evaluate the School Safety Plan in order to ensure the enforcement of safety requirements stipulated in the Injury Illness Prevention Plan (IIPP) and outlined herein. The safety committee at each site will include the administrator, a credentialed school nurse, a CVE site representative, a classified member, a primary teacher, an upper grade teacher, a Special Education teacher.
- m. The District shall provide an updated 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. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.
- 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. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.
- 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. If the \$511 or \$200 cap in FFCRA falls short of the full or two-thirds salary of the bargaining unit member, respectively, the district will not require the member to pay back the difference.
- d. Consistent with current policies and practices for leaves, FFCRA leave may be used by members in partial-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. In the event a bargaining unit member is unable to return to in-person duties because either they or someone in their household is at high risk for COVID-19, and an alternative or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

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. The District 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.

4. Catastrophic Leave

- a. The District will create a list of bargaining unit members who have NOT donated a day to the catastrophic leave bank and provide the list to the Association president by September 30, 2020.
- b. The District and the Benefits department shall send out a copy of the Request for Catastrophic Leave form by (effective date of MOU), 2020 to bargaining unit members to encourage members to donate a day from their accrued sick time.

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. Number of Students on Campus

a. Levels Chart:

Level 1	No students on campus for instruction; Distance Learning only
Level 2	25% of students on campus, cohort hybrid model; most students on campus <i>one day a week</i>
Level 3	50% of students on campus, cohort/hybrid model; most students on campus <i>two days a week</i>
Level 4	100% of students on campus, cohort/hybrid model; most students on campus <i>four days a week</i>

Level 5	Full return; no distance learning
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- 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 1.
- c. Prior to moving out of Level 1, 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. Desks, tables, and other workspaces shall have plexiglass or equivalent barriers.
 - 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.
- d. If the Governing Board authorizes a move from Level 1 to Level 2, the District will provide 14 calendar days' advance notice to the CVE President.
 - i. Conditions may necessitate the District revert to 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.
 - ii. In moving from Level 2 to Level 3, or Level 3 to Level 4, unit members will be given at least one week's advance notice. Levels will not be skipped (e.g., Level 3 to Level 5).
 - iii. In moving from Level 4 to Level 5, unit members will be given at least two weeks' advance notice.
 - iv. 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.
- 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. Positive Cases

- a. Upon notification that an employee or student has been infected with COVID-19, the District

shall initiate contact tracing in conjunction with local health department officials.

- b. If a student 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 go to distance learning only for the next 14 calendar days.
- c. If an employee on campus tests positive for COVID-19, that employee and any members, staff, and students who had "close contact" (as defined by County guidelines) will resume distance learning or work remotely for the next 14 calendar days or cleared by their health care provider to return.
- d. 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.

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

4. 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 shall follow the AB 77 minutes:
 - i. 180 instructional minutes (3 hours) in preschool/TK/kindergarten;
 - ii. 230 instructional minutes (3 hours 50 minutes) in grades 1 to 3, inclusive;
 - iii. 240 instructional minutes (4 hours) in grades 4 to 8, inclusive.

- e. 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 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.

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.

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. Unit Members will see their full roster designated for that day rather than cohorts on these days.

Transfers and Reassignments - TBD

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.

For the Association

For the District