

CVE-CVESD PROPOSAL

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

REGARDING THE SAFETY CONDITIONS FOR REOPENING SCHOOLS IN THE COVID-19 PANDEMIC

July ~~14~~ **22**, 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 the District's in-person reopening of schools during COVID-19 pandemic.

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), 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. Where there is a conflict between the various guidelines or orders, the District shall adhere to the state and/or local most restrictive guidelines or orders then in effect in order to minimize potential health and safety risks for all unit members, students, and their families.

~~This proposal is intended for implementation upon the resumption of in-person schooling. To protect our students, their families, and all school staff, we educators insist on the safest and most educationally enriching return to school possible.~~ **Requirements for Safe Schools. In accordance with COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year July 17, 2020, CVESD schools may reopen for in-person instruction at any time that San Diego County has not been on the county monitoring list within the prior 14 days. The parties agree that they will be governed by the most recent government directives.** For a safe return to physical schooling, science-based conditions must be met. We should only return to in-person/physical schooling under the following three conditions:

- ~~1. A downward trajectory, or near zero incidence, of documented cases, hospitalizations, and positivity rates for at least 14 days in local communities.~~ These are the [May 2020 CDC guidelines](#) for opening the economy. It is dangerous and foolhardy to physically reopen schools under current conditions of community spread.
- ~~2. The District establishes a system to ensure widespread, accessible, and frequent testing of students, staff, and when necessary: parents, contact tracing, and isolation of new cases.~~ Since 75% of infected people may not have symptoms, this is the only way to know if a student or staff member is infected.

~~3. Implementation of fully funded doctor recommended COVID-19 prevention measures, including fewer contacts, six feet distancing, symptom screening, face coverings and Personal Protective Equipment, adequate ventilation, handwashing, cleaning and disinfecting, protection for those at greater risk (based on CDC guidelines) which may include a remote assignment, and proactive school closures.~~

*Nevertheless, we recognize that we must prepare for the reopening of schools in the fall, whether it is in person (if the above requirements have been met) or continued through distance learning platforms.*

## 1. Health and Safety

- a. Health Screenings: The District shall ensure **require** all students, employees, and visitors are **be screened** checked for symptoms daily prior to entering school. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies **CDPH and County HHS**) 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. Return to school protocols will follow CDC guidelines. (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-homepatients.html>)
- i. Upon notification that an employee or student has been infected with **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 **so long as it can do so in a manner than maintains the privacy of the person(s) testing positive.**
  - ii. CVE members required to self-quarantine **by the District** because of possible exposure to COVID-19 **at work**, as defined by relevant health authority **CDPH and County HHS** guidelines, **and are unable to work from home**, shall not be required to utilize their own leave for the duration of the quarantine.
- b. COVID-19 Testing: **The District will work with health officials to provide** All bargaining unit members shall be provided the opportunity for free, onsite COVID testing. **The cost, location, and/or frequency of such testing will be determined by health officials and/or medical professionals.** on at least a weekly basis. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved. All protocols agreed to or in place for follow up contact tracing/notification shall be applied to this testing as well.

- c. Physical Distancing: The District shall adhere to the following standards of physical distancing and will maximize the utilization of outdoor spaces.
- i. **Classroom Space**: The District shall ensure minimum physical distancing of six (6) feet between student workspaces where feasible, between educator and student workspaces, and between employee workspaces.
  - ii. **Student Lunch**: ~~If the District requires students to stay in class for lunch due to unavoidable circumstances, T~~he District shall compensate unit members for the loss of their duty-free lunch at the unit member's hourly rate of pay if they are required to supervise students during this time.
  - iii. **One-way Direction/Movement**: Where feasible, the District shall ensure that movement through buildings and hallways is unidirectional, maximizing physical distancing.
  - iv. **Multiple and Assigned Entry Points**: If the District requires a unit member to monitor ingress and egress locations, he/she shall be compensated at his/her hourly rate of pay for time worked beyond the duty day. No member shall be required to monitor ingress/egress during their prep time.
  - v. **Recess**: In order to maximize distancing and limit contacts, recess may ~~shall~~ be modified by administration, such as staggering times, maintaining intact groupings, having only outdoor recess, and/or preventing students from using shared equipment. The district shall provide personnel to ensure student compliance and relief for staff members for restroom breaks.
- d. Meetings: In the event that required physical distancing is not possible, ~~All~~ District and/or site meetings and/professional development and meetings with parents involving CVE members shall be moved to an online setting. ~~Meetings with parents shall be held online when possible.~~
- e. Masks: ~~In accordance with the current CDPH guidelines, t~~The District **District** shall require the use of face masks by ~~both~~ staff and students in third grade and above, sufficient to cover both the mouth and nose, ~~is required~~ during in-person instruction and whenever individuals are within 6 feet of others. Students below third grade, will be encouraged but not required to wear masks. Such masks shall be provided by the District. When appropriate, the District shall also provide face shields for staff. ~~Individuals~~ Staff members and students in third grade and above, 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 medical apparatus when use of a mask or face shield ~~which~~ prevents or obstructs the use of the apparatus.

- i. The District shall provide safety and ~~sanitation~~ **disinfectant** training, including proper mask usage, prior to the return to school. The District shall also provide these safety guidelines to parents.
- ii. N95 Respirator **Masks** and Face Shields: The parties agree **that certain unit** all members shall be provided N95 respirator masks when possible ~~. The parties recognize a current shortage in supplies and~~ agree to the following:
  - 1. ~~Respiratory protection is important for U~~unit members caring closely for individuals who present COVID-like symptoms, ~~such unit members~~ shall be provided fit-tested N95 respirator **masks when possible**, ~~that are fit tested by a trained professional.~~
  - 2. Unit Members with high numbers of daily workplace contacts or **who are required to be in** close contact with students ~~who are~~ unable to wear a face mask and/or properly social distance, shall also be provided fit-tested N95 respirator **masks when possible** , ~~that are fit tested, by the District.~~
  - 3. Face shields shall be provided to SLPs, SpEd, preschool and primary teachers, nurses, and any additional CVE member who requests a face shield.
- f. Hand Sanitization: The District shall comply with the following hand washing logistical requirements:
  - i. Every room with a sink shall be stocked with ~~no touch soap, hand sanitizer, and paper towel dispensers;~~
  - ii. Every classroom shall be provided hand sanitizer **if feasible**;
  - iii. Non-classroom workspaces shall be provided hand sanitizer **if feasible**;
  - iv. ~~Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;~~
  - v. All hand washing ~~or~~ **or** hand sanitizing supplies ~~noted above or otherwise provided~~ shall be checked and restocked ~~immediately~~ as needed and prior to the beginning of each school day.
- g. Daily Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are cleaned and or 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 ~~federal, state, and/or local~~ health officials.
- h. School Nurses:

