

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS
REGARDING COVID-19 SAFETY PROTOCOLS FOR THE 2021-2022 SCHOOL YEAR**

November 5th, 2021

The Chula Vista Elementary School District (“District”) and Chula Vista Educators (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the ongoing issues related to the COVID-19 pandemic that may impact the 2021-2022 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

Definitions

- A. “Classroom” – is any academic, learning, assessment, or instructional space designated by the District.
- B. “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- C. “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, and bathrooms.
- D. “Hand Sanitizer” – when provided by the District this product must contain at least 60% alcohol. E. “Personal Protective Equipment (PPE)” – this refers to equipment that is used to minimize transmission of germs, such as COVID-19, from person to person.
- F. “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 physical distancing.

1. Health and Safety

- a. Health Screenings: When required, The District shall conduct any and all health screening processes for staff and students in compliance with California Department of Public Health (CDPH) and San Diego County Health Department requirements.
 - i. Staff who exhibit any symptom consistent with COVID-19 or test positive for COVID-19 shall notify their supervisor, stay home or if on a school site, be sent home or to an isolation room on site or medical facility, Schools will follow the most restrictive requirements as defined by CDPH and County Health Orders, for those returning after exposure and or diagnosis of COVID-19.

- ii. **Volunteers:** To help prevent the spread of COVID-19, volunteers will be permitted on the school site or in a central office upon proof of full vaccination for COVID-19. All volunteers must adhere to the current public health guidelines and district safety protocols.
 - iii. **Visitors:** All visitors must adhere to the current public health guidelines and District safety protocols.
 - iv. Upon notification that an employee or student has tested positive for COVID-19, the District shall initiate contact tracing in conjunction with local health department officials and follow federal, state and local public health requirements.
 - 1. **Contact Tracing:** Contact tracers will assist school sites to ensure appropriate protocols are followed to do contact tracing and notify all staff who have been in close contact with an individual who has tested positive for COVID-19.
 - 2. Any person who tests positive for COVID-19 shall not return to campus until all public health requirements under the current public health order have been met.
- b. **COVID-19 Testing:** All bargaining unit members shall be provided the opportunity for free, onsite and/or off-site COVID-19 testing. Testing schedules shall be made available to unit members electronically. Unit members are expected to schedule testing, which can be during the duty day, after coordinating with the administrator. When symptomatic, unvaccinated and deemed a close-contact, unit members are expected to test as soon as possible and without delay. If required to test weekly under the current state mandate, unit members will schedule their testing at a time that reduces the impact on instruction and school operations. Results will be delivered electronically to each unit member and unit members must send positive results to direct supervisor promptly, with all relevant privacy rights preserved.
- c. **Physical Distancing:** Although physical distancing is no longer required in many settings, CVESD will follow all current CDPH requirements as they are provided throughout the year.
- d. **Meetings:**
- i. Unit members will have the option of conducting and/or attending all District meetings (ex: DELAC, SSC, ILT, SST, IEP, professional development) virtually.
 - ii. All staff meetings must offer a virtual attendance option. In-person staff meetings shall take place in rooms that can accommodate the number of staff in attendance with minimum 3 feet distance between attendees.
 - iii. All other meetings taking place in-person during contract hours shall be in accordance with all safety guidelines.

e. Personal Protective Equipment (PPE): The District shall require the proper use of face masks covering the mouth and nose by all staff, students, volunteers, and visitors except as indicated in Section e.i. below. The District shall provide all members with appropriate and necessary PPE. Unit members may choose to bring their own compliant PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. No unit member will be expected or required to work with students or other staff in the absence of appropriate and necessary PPE. In the event a unit member feels they are experiencing unsafe working conditions, they shall immediately notify their direct supervisor. In accordance with CAL/OSHA regulations, if the condition is not addressed within a sufficient time frame, unit members shall have all available options provided under law.

i. Face Coverings (Masks): In accordance with the current CDPH guidelines, at a minimum, the District will provide compliant face coverings for staff which may include disposable 3-ply surgical or NIOSH approved N95, KN95 or equivalent if approved by the FDA subject to availability and assignment. The use of compliant face masks which cover both the mouth and nose will be required for all staff, students, and visitors at all times while on District worksites and campuses, except in the following circumstances:

1. Staff and Visitors: unless actively eating or drinking, working alone in a classroom or workspace, or virtual academy teachers in their classroom
2. Students: unless actively eating or drinking or when engaged in outdoor physical activity (including recess and physical education)
3. Persons exempted from wearing a face covering due to a medical condition, as confirmed by a medical doctor, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it. The District must provide and ensure staff use face coverings and all other required personal protective equipment in accordance with CDPH guidelines.

ii. Face Shields: Face shields shall be made available to all members.

iii. Unit members shall have ongoing access to COVID-19 safety training videos, and CDPH safety guidelines. Additional guidance may be provided to unit members during staff meetings and through written communication.

f. Hand Sanitization: The District shall comply with the following hand washing logistical requirements:

i. Every room with an operational sink shall be stocked with soap, hand sanitizer, and paper

- towel dispensers;
- ii. Every classroom shall be provided hand sanitizer;
- iii. Non-classroom workspaces shall be provided hand sanitizer or close proximity access to handwashing;
- iv. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked promptly 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 by trained custodial staff, using safe and effective products and procedures recommended by CDPH.
- h. Disinfecting Due to Positive Case: In the event of a positive case of COVID-19 the District shall ensure that contaminated areas are disinfected in accordance with applicable requirements issued by CDPH and County Health. Disinfecting shall be done by trained and qualified custodial staff. Disinfecting shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- i. Ventilation: The District shall ensure all HVAC systems operate on the mode which delivers the most frequent fresh air exchanges per hour. Air filters shall be MERV-13 or the highest capacity the HVAC system can accommodate and changed at the recommended intervals. HEPA air purifiers will be provided in classrooms and offices and shall be regularly inspected and maintained by the District to ensure working order. Staff assigned to workspaces in rooms without adequate, or functioning, HVAC, should report concerns to their site administrator for assessment of equipment and alignment with this section.
 - i. All areas used as the isolation space/room of individuals presenting COVID-19 symptoms shall be equipped with adequate ventilation as stated in Section i. Ventilation above.
 - ii. The District will regularly monitor ventilation and air exchanges, including CO2 levels when rooms are occupied, to ensure properly functioning HVAC systems.
 - iii. CO2 Sensors will be available, when practicable, in existing heating, ventilation and air conditioning (HVAC) systems. CO2 monitors continuously monitor CO2 levels for each classroom and other school rooms in which staff and students are present. For classrooms or offices that currently do not have CO2 monitors, the District will implement alternative options to regularly monitor CO2 levels, when requested by unit members.
- j. Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.

- k. Upon request of the Association, the District shall provide a copy of the Injury Illness Prevention Plan (IIPP) which will include the District's COVID Prevention Program (CPP). The District will align safety provisions within the IIPP/ CPP to the safety provisions of this MOU.
- l. 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 compliance with safety requirements stipulated in the Injury Illness Prevention Plan (IIPP) and outlined herein. The principal (or designee) at each school site shall invite a credentialed school nurse, a CVE site representative, a classified member, a primary teacher, an upper grade teacher, and a Special Education teacher to participate in the committee.

2. COVID-19 Exposure and Quarantines

The District will work with the County Health and Human Service Agency to ensure that all current guidance on quarantining including class and school closure requirements are followed. All staff and students being quarantined are given resources on how to properly quarantine.

3. All components of the current Collective Bargaining Agreement between CVE and District not addressed by the terms of this agreement shall remain in full effect unless agreed otherwise in this or subsequent MOUs.

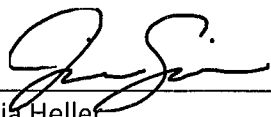
4. Negotiation Procedures

- a. Due to the evolving nature of the pandemic, the District and Association reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic should the CDPH and/or San Diego County COVID-19 guidelines change, and those changes substantially and materially affect any of the provisions of this agreement.

The terms and conditions set forth in this MOU shall be subject to the terms of Article 7, Grievance Procedure, as outlined in the parties' collective bargaining agreement.

This MOU shall continue in effect until June 30, 2022.


This MOU shall not be precedent setting nor form any basis for a past practice. It is agreed and understood that this agreement is subject to the approval of CVE and the Board of Education.



 Jessica Garcia Heller
 Chula Vista Educators

11/5/21

 Date



 Jason Romero
 Chula Vista Elementary School District

11/5/21

 Date