

**Side Letter of Agreement  
By and Between the  
Chula Vista Elementary School District  
and  
Chula Vista Educators**

The Chula Vista Elementary School District ("District") and the Chula Vista Educators ("CVE") enter this Side Letter of Agreement to modify the *Memorandum of Understanding Regarding The Distance Learning Model During the 2020-2021 School Year*, dated August 13, 2020; the *Memorandum of Understanding Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year*, dated November 13, 2020; and *Addendum to the Memorandum of Understanding Regarding Working Conditions During the COVID-19 Pandemic During the 2020-2021 School Year*, dated December 16, 2020 (collectively referred to as "MOUs").

The parties agree to the following:

1. During the week of April 5-9, 2021, as part of the transition to in-person learning, all unit members will be responsible for 180 minutes of live (synchronous) distance learning instruction. The remaining instructional minutes may be asynchronous.
2. Unit members who remain in distance learning once the hybrid model begins will be responsible for 155 minutes of live (synchronous) instruction on Fridays. The remaining instructional minutes may be asynchronous. This does not change that the special education provisions in Section 3 of the August 13, 2020 MOU will continue to apply, so that special education, related services, and any other services required by a pupil's individualized education program pursuant to SB 98 and AB 77, Education Code section 56341, including requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, must be provided with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment. The parties understand that compliance with these special education provisions may at times require more than 155 minutes of live student interaction on Fridays. The remainder of the work day will be as set forth in Section 3.C of the December 16, 2020 Addendum, so that there will be 60 minutes for collaboration, 70 minutes for planning and preparation, and 90 minutes for staff meeting/professional development except during parent conference week and the Friday before report cards are due.
3. VAPA/PE and other support providers will, to the extent possible, provide their services outside of the 155 minutes of daily live instruction during the hybrid model. VAPA/PE and other support providers will continue with the expected amount of synchronous instruction on Fridays that is outlined in the August 13, 2020 MOU.
4. During the week of April 5-9, 2021, site administrators may reschedule the 90-minutes allocated for a staff meeting or professional development on Friday, April 9. By no later than March 26, 2021, site administrators will notify unit members on their sites of when this 90-minute meeting will be held during the week of April 5-9. If a site administrator determines that additional time is needed for a staff meeting and/or professional development, that time will be scheduled outside of the duty day, and unit members may attend on a voluntary basis and will be



paid at their per diem rate upon submitting timecards. Any mandated District trainings (i.e, safety, trauma informed care, social-emotional wellness) will also paid at the unit member's per diem rate upon submitting timecards.

Except as modified in this Side Letter of Agreement, all other provisions of the MOU will continue in full force and effect. This Side Letter of Agreement shall expire in full without precedent pursuant to the expiration date of the MOU.

AGREED

Susan Skala

Susan Skala  
CVE President

March 25, 2021

Date

Jeffrey J. Thiel

Jeffrey J. Thiel  
Assistant Superintendent/HR

3/25/21

Date