

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

November 13, 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.

## Requirements for Safe Schools

The District may reopen schools for in-person instruction in accordance with state and county mandates regarding opening schools when the following conditions are met:

1. Conditions in San Diego County reflect no greater than substantial moderate spread (red tier, 1-3.9% 4.0 – 7.0% rate per 100,000, 2-4.9% 5.3 – 8.0% 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, and bathrooms.
- e. **"Face Coverings"**- appropriate 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. **"Voluntary Cohort Model"** - The voluntary cohort model consists of stable groups of students with no more than 16 individuals total, and no more than 8 individuals per day, who are meeting for targeted supports and intervention services while the school is closed to in-person instruction and operating in a distance learning model.
- h. **"Hybrid Cohort Model"** - the instruction of students through both virtual learning and in-person attendance on campus.
- i. **"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.

- j. "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.
- k. "Workspace" – any location where a unit member can reasonably be expected to be required to perform assigned duties.
- l. "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.
  - l. 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.

c. COVID-19 Testing: The District will work with County public health officials to provide unit members access to COVID-19 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.

1. Positive Cases

1. 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.
2. Students or unit members who test positive for COVID-19 must provide documentation to the District and self-isolate for 10 days from onset of symptoms or positive test date in accordance with County Fever/COVID-19 Symptom Decision Tree guidelines. If possible, the employee or student may participate in distance learning or work remotely.
3. If a student or employee 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 quarantine off campus for the next 14 calendar days from the last known contact date. If possible, the employee or student may participate in distance learning or work remotely for the duration of the isolation period.
4. 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.

d. Physical Distancing: Maximum capacity will be calculated, measured, marked, and posted in each room based on maintaining six feet of physical distancing between all individuals. In the event public health conditions improve and 6 feet physical distancing is no longer recommended by public health agencies referenced above the parties may explore other safety options.

- i. Classroom Space: The District shall ensure minimum physical distancing of six (6) feet between students, between educator and students, and between employees.
  - ii. There may be limited scenarios where six (6) feet distance is impractical including, but not limited to, supporting special needs students, passing in a hallway, or viewing student work. Members must be certain that such proximity is brief and does not exceed time limits established by the CDC which define close contact.
  - 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 during their prep time. Where possible, multiple ingress and egress points for use when coming to school for in-person learning shall be designated.
  - v. Congregation: When staff, students, and necessary contractors/visitors occupy any workspace, including but not limited to break rooms, common lunch areas, hallways, restrooms, they must adhere to physical distancing protocols and wear their masks. In accordance with current county guidelines, any school event or social activities on campus must follow current safety protocols outlined within this MOU.
- e. Meetings: No unit members will be required to attend in-person meetings or professional development unless in-person attendance by the unit member is required by state/federal law.

f. Personal Protective Equipment (PPE): The District shall require the proper use of face masks by all staff, students, and necessary contractors/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. For Individuals who cannot wear a mask because of a documented health issue or a documented disability that prevents wearing a mask, the District will ensure that a less-restrictive, but safe alternative is provided, such as a face shield with a curved bottom that tucks under the chin.
- 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 that certain members shall be provided N95 respirator masks with instructions 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 physically distance, shall also be provided N95 respirator masks or equivalent.

v. No unit member shall be required to perform their duties on site without proper District-provided PPE.

g. 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 encouraged to use medically effective hand sanitizer and/or wash hands upon entering district sites and upon entering separate buildings. The District shall comply with the following hand washing logistical requirements:

i. Every room with a sink shall be stocked with soap and paper towel dispensers;

ii. Every classroom shall be provided hand sanitizer whenever possible;

iii. Workspaces without sink access shall be provided hand sanitizer;

iv. A sufficient amount of hand sanitizer shall be provided at each Ingress point, including cafeteria and lunch areas whenever possible;

v. All hand washing or hand sanitizing supplies shall be checked and restocked upon notification and prior to the beginning of each school day.

h. Daily Cleaning and Disinfecting: The District shall ensure all classrooms, restrooms, and workspaces are disinfected daily by trained 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, light switches, 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 whenever possible. Students shall be provided individual equipment and materials whenever possible.

i. School Nurses:

i. During the 2020-21 school year, each school site shall be assigned and have access to a Registered Credentialed School Nurse. School personnel will have access to their regularly assigned school nurse on days when their nurse is not present on campus. In addition, a full time Registered Credentialed School Resource Nurse will be placed at the District Office for virtual support.

ii. The health office shall only be used for health issues not suspected to be related to COVID. Students who exhibit COVID symptoms, shall be isolated in another area. In the temporary event that an isolation area must be relocated, all other available locations must be exhausted prior to temporarily relocating to the health office.

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.

j. 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 maximum

capacity the HVAC unit can handle without damage. Air filters shall be MERV-13 where systems can accommodate and supplies are available, and changed at the recommended intervals. Classrooms, isolation areas and/or other rooms without MERV-13 filtration shall be equipped with HEPA air purifiers with large enough capacity and flow rate for the square footage of the room. The District will comply with all state and local regulations in regard to all HVAC systems.

k. Student/Staff Lunch:

i. Parties will comply with Article 8 Hours of the Collective Bargaining Agreement (CBA).

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

l. Recess: In order to maximize distancing and limit contacts, recess shall be modified as necessary. Modifications may include but are not limited to staggering times, maintaining cohorts, having only outdoor recess, and/or preventing students from using shared equipment outside their cohort.

i. The district shall provide coverage for supervising staff members requiring restroom breaks.

m. 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, a Special Education teacher and, whenever possible, a YMCA supervisor to participate on the committee.

n. The District shall provide access to the current Injury Illness Prevention Plan (IIPP) to all unit members. The Parties agree to incorporate into the IIPP COVID-19 all 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.
- 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.
- 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.
- d. Consistent with current policies and practices for leaves, FFCRA leave may be used by members in half or full 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.

**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. In regard to workers' compensation claims, The District will comply with SB 1159.

**4. Catastrophic Leave**

- a. All provisions of the CBA pertaining to Catastrophic Leave remain in effect.

**VOLUNTARY COHORT/HYBRID COHORT MODELS**

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. Return to In person instruction**

a. Levels for Return to In-person instruction:

|  |  |
|--|--|
| Level 1<br>Distance<br>Learning                    | Distance Learning only, unless students are participating in the Distance Learning Support Program or in a Voluntary Cohort.   |
| Level 2<br>Preparation<br>Time for Hybrid<br>Model | Hybrid teachers and Hybrid support staff will return to work on campus for at least 5 work days prior to students returning (see 1.e); students remain in Distance Learning. |

|                                 |  |
|---------------------------------|--|
| <p>Level 3<br/>Hybrid Model</p> | <p>Hybrid model begins. Some students return to a partial in-person learning, some students will remain in distance learning.</p>  |
| <p>Level 4<br/>Full Return</p>  | <p>Full return (no Hybrid). All students return to campus full-time except for those students who will remain in Distance Learning for the remainder of the school year.</p> |

b. Prior to moving out of Level 1 to in-person instruction, 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 for students when seated. Students shall not share desks or other workspaces.

c. If the Governing Board authorizes a transition from Level 1 to Level 2, the District will provide 14 calendar days' advance notice to the CVE President as well as unit members.

i. Level 2: As part of the transition to Hybrid instruction, and prior to the physical return of students, all unit members providing in-person Hybrid instruction and support will be expected to resume working on campus.

ii. One week prior to transitioning to a Hybrid model (Level 3), Hybrid teachers and support staff will provide no more than 180 minutes of synchronous instruction. The remainder of the instructional minutes will be asynchronous in order for unit members to have individual planning and preparation time.

2. Voluntary Cohort Model:

Consistent with the August 3, 2020 CDPH Guidance Related to Cohorts, and prior to the District implementing a Hybrid Model for in-person learning, unit members may volunteer to work and coordinate in-person individual or small group instruction. If unit members volunteer for in-person instruction:

- a. Priority must be given to high needs students based on the following criteria:
  - i. Foster and homeless youth;
  - ii. Students with an IEP or 504 who are struggling to meet academic goals or grade level standards;
  - iii. English Learners with an ELPAC level of one or two; or are classified or at risk of becoming long-term English Learners;
  - iv. Students who are performing significantly below grade level
- b. Unit members will continue to be responsible for their current roster and meeting the terms and conditions outlined in the MOU regarding the Distance Learning Model in the 2020-2021 School Year.
- c. Participating unit members will develop a voluntary cohort instructional plan and provide a copy to the site administrator so that health and safety protocols (number of students on campus, classroom access, transportation, meals, etc.) are effectively coordinated by the administrator.
- d. No unit member will be adversely impacted if they do not participate in the voluntary cohort model.
- e. Prior to the start of the Voluntary Cohort Model, the District shall ensure all health and safety guidelines outlined in this MOU are implemented.

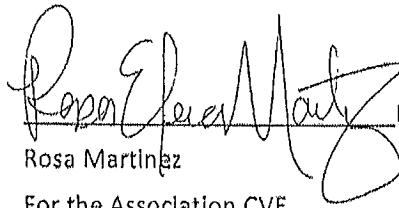
**Hybrid Model:**


The District and CVE will continue to negotiate the impacts and effects of a Hybrid Model with the goal to implement this model in January 2021, provided that the health and safety conditions outlined in this MOU are met.

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.

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

  
Date 11-16-20  
Rosa Martinez  
For the Association CVE

  
Date 11-16-20  
Jeffrey J. Thiel  
For the District CVESD