**CVESD COUNTER-PROPOSAL TO CVE (10/6/2021)**

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

**AND**

**CHULA VISTA EDUCATORS**

**REGARDING COVID-19 SAFETY PROTOCOLS FOR THE 2021-2022 SCHOOL YEAR**

September 8, 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

* 1. “Classroom” – is any academic, learning, assessment, or instructional space designated by the District.
  2. “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
  3. “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.
  4. “Hand Sanitizer” – when provided by the District this product must contain at least 60% alcohol.
  5. “Personal Protective Equipment (PPE)” – this refers to equipment that is used to minimize transmission of germs, such as COVID-19, from person to person.
  6. “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**

* 1. 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.
     1. Staff who exhibit any symptom consistent with COVID-19 ~~or who have had “close contact” as defined by CDPH and County Health Orders with a person who has tested 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.
     2. ~~Visitors and~~ 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 ~~and visitors~~ must adhere to the current public health guidelines and district safety protocols.
     3. **Visitors: All visitors must adhere to the current public health guidelines and District safety protocols.**
     4. 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 ~~AB 685~~ **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.** ~~form the County COVID-19 Symptom Decision Tree have been verified.~~
  2. COVID-19 Testing: All bargaining unit members shall be provided the opportunity for free, onsite and/or off-site COVID-19 testing as required by and in compliance with CDPH and County Health.

Testing schedules shall be made available to unit members electronically. Unit members are expected to schedule testing, which may be during the duty day, as soon as possible and without delay**, when symptomatic. 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** ~~Human Resources~~ promptly, with all relevant privacy rights preserved.

* 1. Physical Distancing: Although physical distancing is no longer required in many settings, CVESD will follow all current CDPH requirements~~/recommendations~~ as they are provided throughout the year.
  2. Meetings:
     1. All ~~staff meetings, fall parent conferences~~, District meetings (ex: D**E**LAC, SSC, ~~S~~**I**LT, SST, IEP), professional development, **and** parent conferences with ~~teachers~~ **unit members** shall have the option of being conducted virtually in an online setting until the end of Winter Break, at which point CVESD and CVE will meet again to discuss this topic going forward.
     2. **All staff meetings must offer a virtual attendance option and/or take place in rooms that can accommodate the number of staff in attendance with minimum 3 feet distance between attendees.**
     3. All other meetings taking place in-person during contract hours shall be in accordance with all safety guidelines.

* + 1. ~~In-person gatherings and/or the use of district facilities by non essential outside organizations shall not be allowed until the end of Winter Break, at which point CVESD and CVE will meet again to discuss this topic going forward.~~
  1. 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.1 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 such an unlikely event, the unit member will be sent home for the day and remain in paid status.~~ **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, unit members shall have all available options provided under law.**
     1. 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:**

**Staff and Visitors:** unless actively eating or drinking, working alone in a classroom or workspace**, or virtual academy teachers in their classroom**)

**Students: unless actively eating or drinking or when engaged in physical activity (including recess and physical education)**

~~Respiratory PPE is important for unit members caring closely for individuals who present COVID-like symptoms, with high numbers of daily workplace contacts and/or close contact with students. Such unit members shall be provided necessary and adequate face coverings as available and needed and in accordance with CDPH guidelines.~~

* + - 1. 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.
    1. Face Shields: Face shields shall be made available to all members.
    2. ~~The District~~ **Unit members** shall ~~provide~~ **have access to COVID-19** safety ~~and sanitation~~ training videos, including ~~proper~~ mask usage, **cleaning/disinfecting** and safety guidelines. ~~to students, staff and parents/guardians on an ongoing basis.~~ **Additional guidance may be provided to unit members during staff meetings and through written communication.**
  1. Hand Sanitization: The District shall comply with the following hand washing ~~logistical~~ requirements:
     1. Every room with an operational sink shall be stocked with soap **or** hand sanitizer, and paper towel dispensers;
     2. Every classroom shall be provided hand sanitizer;
     3. Non-classroom workspaces shall be provided hand sanitizer or close proximity access to handwashing;
     4. 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.
  2. 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.** ~~recommended by federal, state, and/or local health officials according to guidelines and recommendations issued by the CDPH.~~
  3. Disinfecting Due to Positive Case: In the event of a positive case of COVID-19 the District shall ensure that contaminated areas are ~~closed and~~ 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.
  4. Ventilation: The District shall ensure all HVAC systems operate on the mode which delivers the most frequent fresh air exchanges per hour~~, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions, and equipment operation, safely permits.~~ Air filters shall be MERV-13 or the highest capacity the HVAC system can accommodate and changed at the recommended intervals. HEPA air purifiers **previously** ~~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.
     1. 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.

~~The District will verify ventilation and air exchanges by contracting a certified air balancing specialist to test HVAC systems.~~

* + 1. CO2 Sensors~~: Equipped~~ **will be available, when practicable, in existing heating, ventilation and air conditioning (HVAC) systems.** ~~with a~~ CO2 monitors ~~to~~ 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 explore alternative options to regularly monitor CO2 levels.**

~~The CO2 monitor shall meet all the following requirements:~~

* + - 1. ~~The monitor is hard-wired or plugged-in and mounted to the wall between three and six feet above the floor and at least five feet away from the door and operable windows.~~
      2. ~~The monitor displays the carbon dioxide readings to the staff person working in the room through a display on the device or other means such as a web-based application or cellular phone application.~~
      3. ~~The monitor provides a notification through a visual indicator on the monitor, such as an indicator light, or other alert system to the facilities department, such as an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom or other occupied spaces have exceeded 1,100 ppm.~~
      4. ~~The monitor maintains a record of previous data that includes at least the maximum carbon dioxide concentration measured.~~
      5. ~~The monitor has a range of 400 ppm to 2,000 ppm or greater.~~
      6. ~~The monitor is certified by the manufacturer to be accurate within 75 ppm at 1,000 ppm carbon dioxide concentration and is certified by the manufacturer to require calibration no more frequently than once every five years.~~
      7. ~~If a classroom CO2 concentration exceeds 1,100 ppm more than once a week as observed by (class)room staff or facilities staff and the classroom or other occupied space has a mechanical ventilation system, the ventilation rate shall be adjusted by the certified personnel described in 1. above to ensure peak CO2 concentrations in the room remain below 1,100 ppm. If existing mechanical and/or natural ventilation with windows cannot maintain CO2 concentrations below 1,100 ppm, the mechanical ventilation system will be improved to meet current California building code requirements. A plan to achieve these improvements that includes a timeline for completing the work will be provided to the Chapter by the District within [x period of time]. A temporary measure to lower CO2 levels while mechanical ventilation improvements are in process is to use portable fans oriented to exhaust air to the outside through open doors and windows.~~
  1. Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.
  2. 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.
  3. 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** ~~Department of Public Health~~ 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

1. 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.

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Chula Vista Educators Date Chula Vista Elementary School District Date