

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CARPINTERIA UNIFIED SCHOOL DISTRICT AND  
CARPINTERIA ASSOCIATION OF  
UNITED SCHOOL EMPLOYEES  
2020-2021  
ELEMENTARY WAIVER & SMALL COHORTS/IN-PERSON INSTRUCTION  
IN A COVID-19 ENVIRONMENT**

This Memorandum of Understanding (MOU) between the Carpinteria Unified School District ("District") and Carpinteria Association of United School Employees ("CAUSE") (referred to collectively as "the Parties") sets forth the parties' agreed upon negotiated effects regarding in-person instruction with the granting of an elementary waiver and targeted support and intervention services for small cohorts in a COVID-19 environment.

This MOU expires on June 30, 2021, but may be extended by mutual written agreement. This is a non-precedent setting agreement. Both parties intend to review and update the MOU, as necessary and appropriate, in May, 2021, prior to the MOU's expiration date.

For purposes of this MOU, "staff" is defined to include classified and/or certificated unit members.

**I. INTRODUCTION**

1. The Parties have a shared commitment in providing an educational program that supports the continuity of learning while mitigating the spread of COVID-19 by following the guidelines established by both state and county health departments.

2. The Parties recognize there is a need to address the effects of in-person instruction as a result of the Santa Barbara Public Health Department (SBPHD) granting the District an elementary waiver as well as targeted supports and intervention services being provides in small cohorts.

3. In-person instruction at the elementary grades began on October 13, 2020. The District is also providing targeted supports and intervention services in small groups of students, per the California Department of Public Health (CDPH) *Guidance Related to Cohorts for Children and Youth* (first issued on August 25, 2020; last updated September 4, 2020). The District's elementary school reopening plans, the distancing of students and staff inside and outside the classroom, and protocols for responding to symptoms, potential exposure and/or close contact with an individual testing positive for COVID-19 in the school or classroom setting is dictated by the terms of the elementary waiver, dated September 15, 2020, and CDPH's *COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2021-2021 School Year* (most recently issued on January 14, 2021).

## **II. Monitoring, Tracking, & Contact Tracing**

1. Effective January 1, 2021, AB 685 requires employer to comply with certain reporting requirements and provide notices related to potential COVID-19 exposures in the workplace within one business day of being informed of the potential exposure. The District will abide by the reporting and notices requirements in AB 685, including providing notice to employees and the employee association, as required, of potential exposure to COVID-19 in the workplace by a qualifying individual.
2. When there is a confirmed or suspected case of COVID-19 in a school, the District will investigate and respond to a COVID-19 case in the workplace by following CDPH'S Guidance for reopening in-person instruction (*see pages 31-32 of January 14, 2021, CDPH Guidance*).
3. When student or staff has a confirmed COVID-19 case, Superintendent Diana Rigby, or designee, if 3 or more cases within a 14-day period who are epidemiologically-linked in the school, are from different households and are not contacts of each other in any other investigation cases, will contact Community Health Nurse /Disease Control, and follow CDPH's Guidance (*see, pages 36-37*).
4. The District will following CDPH's Guidance when a student or staff has COVID-19 symptoms, including the student or staff will be sent home for quarantine and to contact their healthcare provider immediately for medical evaluation including testing. If tests negative after symptoms may return to school 3 days after symptoms resolve and no fever for 24 hours without fever reducing medication. If tests positive, Superintendent, or designee, will follow CDPH's Guidance, including contact Community Health Nurse/Disease Control, isolating case, and exclude from school for 10 days from symptom onset date or, if asymptomatic, for 10 days from specimen collection date, notify school community by ParentSquare of a known case, identify school contacts, exclude exposed contacts (entire cohort) from school for 10 days after the last date the case was present at school while infectious, recommend testing of contacts 5-7 days from last exposure and immediate testing of symptomatic contacts, disinfect and clean classroom and primary spaces where case spent significant time. (*See, pages 31-32 of CDPH Guidance.*)
5. Student or staff with close contact with a confirmed COVID-19 case will be excluded from school for 10 days from last exposure, per CDPH quarantine recommendations and recommend testing 5-7 days from last exposure (*See, page 31, CDPH Guidance*).
6. 25% of staff will be tested every 2 weeks by MERSO Labs at CUSD.
7. The District shall implement health screenings of students and staff upon arrival at school. The screenings shall include checking for COVID-19 symptoms, including temperature checks, of all students, teachers, staff, and visitors. All sites have designated points of entry for students and staff. Before entering school and classrooms, staff will take their own

temperature. Before entering school and classrooms, upon entry to school-sites and facilities, students will be visually inspected and have temperatures taken by staff. Students, teachers, staff, and/or visitors with any symptom consistent with COVID-19, including a temperature of 100.4 degrees or higher, shall be denied entry.

8. Employees will be informed, in writing, of the following details associated with each school site's isolation rooms: location of the isolation room, the individual employees managing the physical environment and their contact data (e.g., email, cell phone, extension, etc.). Site leadership will provide procedures for sending students to the designated isolation area at each respective site.

Employees working in support of the isolation room will receive necessary specialized training required to function safely in said environment.

A secondary isolation room will be identified for use if/when the primary isolation room has been contaminated.

9. The principal/nurse will interact/communicate with families, including reminding families at sites where students have had a positive case recorded of their testing options, and maintain pertinent information about students and staff identified as having COVID-19.

### **III. Movement and Mixing Between Stable Student Groups**

1. This hybrid learning model consists of both in-person and remote instruction. Students are "cohorted" in two student stable groups, with an expected student count of between, approximately, 10-14 students in Cohorts A and B (50%). Students in Cohorts A and B stay in their respective student stable groups/cohorts the entire school day; there is to be no mixing of cohorts.

2. Teacher and other staff desks will be at least 6 feet away from student and other staff desks. Student chairs will be at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made. A good faith effort includes an effort to consider all outdoor/indoor space options and hybrid leaning models. Under no circumstances should distance between student chairs be less than 4 feet. (See, CDPH Guidance, page 21.)

3. Teachers and staff will remain 6 feet away from students. Teacher's spaces will have plexiglass dividers with students. Teachers will recommend to administration the location for said "teacher space" in each classroom.

4. Minimize contact at school between students, staff, and families at the beginning/end of school day.

5. No sharing of instructional materials, supplies and computers.

6. Instructional aides will not work in a classroom between more than 2 cohorts.

6. The District will follow the CDPH's most current guidelines when a member of a cohort member, student or staff, exhibits any of the COVID-19 symptoms, when there is a close contact with a confirmed COVID-19 case, and/or when there is a confirmed COVID-19 case. Per the CDPH, "close contact" is defined as a person who is less than 6 feet from a case, be it indoors or outdoors, for more than 15 minutes cumulative within a 24-hour period, regardless of face coverings.

#### **IV. Tracking and Monitoring Cleaning**

1. Principals will establish the cleaning schedules for each respective school site. Cleaning schedules will be provided upon request. It is expected that custodians will meet sanitation obligations as per the cleaning schedules.
2. Custodial staff and workers who clean and disinfect will be equipped with proper protective equipment: gloves, eye protection, masks.
3. Custodial staff will clean and disinfect frequently-touched surfaces daily: door handles, light switches, sink handles, bathroom surfaces, student desks, tables and chairs, and office equipment.
4. Custodial staff will sanitize classrooms, bathrooms, indoor hallways, and frequently-touched surfaces between each cohort of students.
5. Cleaning products will be approved by EPA for use against COVID-19.
6. Hillyard Cleaning System and schedule will be implemented by District staff.
7. Buses will be cleaned and disinfected daily.

#### **V. Communication From Staff**

1. Staff should raise, without fear of reprisal, any questions or concerns with their immediate supervisor, site administration, or a District administrator.

#### **VI. Act to Minimize Potential for COVID-19 Outbreak**

1. To minimize the potential of an outbreak, 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"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), the Santa Barbara County Department of Health, and the Santa Barbara County Office of Education.
2. The District will adhere to the terms of the elementary waiver application form, dated September 15, 2020, approved by the SBPHD, and which in-person instruction began on October 13, 2020, as well as the CDPH's most recent protocols for symptoms, potential exposure and/or close contact with an individual testing positive for COVID-19 in a school or classroom setting.

3. Parents have received, and will continue to, educational materials via email, ParentSquare, and website about enhanced sanitation practices, physical distancing guidelines and their importance, proper use, removal, and washing of face coverings, screening practices, and COVID-19 specific symptom identification and prevention. Updated information is and will continue to be available, as soon as reasonably possible, to teachers, staff and parents on the District website and via ParentSquare.
4. School communities will be notified by email and ParentSquare of a known contact or case without individual identification.
5. The District will close classes or schools if so ordered by the Governor or County Public Health Officer. Currently, a school is closed if 5% of the total number of teachers/students/staff are COVID-19 cases within a 14 day period. While, the current guidelines provide that the District will be closed if 25% or more of the District schools have closed due to COVID-19 within a 14 day period.

**VII. Interactive Process**

1. The District shall engage in an interactive process with any unit member who provides documentation of an underlying high-risk condition. Unit members who have a doctor's note indicating a higher risk for illness from COVID-19 because of a serious underlying health condition may request to meet with the District to determine whether the District is obligated to provide alternative work arrangements.

**VIII. Transfer and Reassignment**

1. The Parties recognize the need for accommodations of teaching-assignments during this unprecedented time given individual circumstances. To support this, an involuntary transfer/reassignment may be initiated by the District to accommodate staffing needs during this MOU, and will last no longer than the MOU's duration. Any involuntary transfer/reassignment will not be made in an arbitrary or capricious manner. Transfers/reassignments made during this MOU are temporary; the bargaining unit member will be returned to their previous position and previous site upon termination of the MOU.

**IX. Student Meals During Inclement Weather**

1. Each school has a plan for inclement weather days. Upon request, the site principal will provide to unit member(s) for its receive, review, and/or discussion.
2. During inclement weather, students will eat either inside or outside provided it is possible to maintain the 6 foot distance requirement.

**X. Faculty Absences and Use of Instructional Aides**

1. Instructional aides with teaching credentials may be requested to substitute for absent teachers in the classrooms.
2. Instructional aides without teaching credentials may only be directed to support classroom learning while under the general supervision of a certificated employee, and will not be required to substitute for an absent teacher.

**XI. Ventilation**

1. Per CDPH Guidance, at the elementary schools, central air filtration is maximized for HVAC systems by using filters with a maximum efficiency reporting value (MERV) of at least 13.

**XII. Leaves of Absence**

1. The Parties agree that all current adopted and applicable leave policies, including state and federal law, and leave entitlements contained in the applicable collective bargaining agreements, including but not limited to industrial accident leave and workers' compensation, will remain in full effect.
2. For employees excluded from work due to exposure to COVID-19 from the workplace (under 8 CCR subsection (c)(10)) and otherwise able and available to work, employers shall continue and maintain an employee's earnings, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if the employee had not been removed from their job. Employers may use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation. (8 CCR 3205(c)(10)(C).)
3. If the employee is unable to work or is unable to telework, after all other paid leaves have been exhausted, an employee may request an unpaid leave of absence for up to one year.

FOR THE DISTRICT

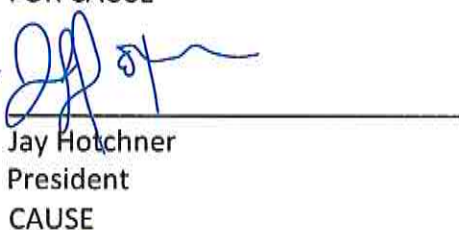


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Diana Rigby  
Superintendent  
Carpinteria Unified School District

Date: 2.19.2021

FOR CAUSE



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Jay Hotchner  
President  
CAUSE

Date: Feb. 19, 2021