

MEMORANDUM OF UNDERSTANDING BETWEEN

**Carpinteria Unified School District (CUSD) &
Carpinteria Association of United School Employees (CAUSE)**

*** REGARDING THE COVID-19 PANDEMIC & SCHOOL OPENING * 2020-2021 ***

Submitted: JULY, 2020

The CUSD and the CAUSE, jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools 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.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement 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 Collective Bargaining Agreement (“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.

The Parties agree to the following:

1.0 DEFINITIONS

- 1.01 “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 outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.02 “Cohort” – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- 1.03 “Common Equipment” – is any school equipment or structures 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.

- 1.04 “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, bathrooms, etc.
- 1.05 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.06 “Hand Sanitizer” – this product must contain 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. (see CDC and FDA Advisories.)
- 1.07 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit 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 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.08 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 1.09 “Isolation Rooms” – also known as school / facility site clinics, are designated areas designed to maintain distance and support for students either experiencing health issues or demonstrating the inability to maintain safety, health, or behavioral expectations while physically on a District school-site or facility. These designated areas will be consistently and physically monitored by District personnel and will have access to routine modes of communication with all employees on a given site or facility.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.01 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.02 In-lieu of using District-provided PPE, unit members 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.
- 2.03 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.
- 2.04 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

- 2.05 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK-12, all administrators, and any visitors on campus over two years of age.
 - 2.05.1 The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
 - 2.05.2 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 2.06 For unit members and students who cannot wear a mask according to section 2.05.2, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.07 N95 respirators shall be fit-tested and provided to:
 - 2.07.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
 - 2.07.2 Unit members with high number of daily workplace contacts or to unit members who request in writing N95 respirators due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

Hand Washing Requirements

- 2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.09 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.10 The District shall comply with the following hand washing requirements:
 - 2.10.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no touch hand drying equipment.
 - 2.10.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.10.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.10.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.

- 2.10.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

3.0 IN-PERSON LEARNING

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Sections 4.06 – 4.18.4 [**Distance Learning**] of this MOU.

Adherence to Health Guidelines and Orders

- 3.01 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Santa Barbara County Public Health Department as of July 1, 2020.
- 3.02 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.04 The District shall ensure minimum physical distancing of six (6) feet (in all directions) between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
 - 3.04.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be measured and posted prior to the start of in-person learning.
 - 3.04.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.

- 3.05 In a school setting where the minimum physical distancing requirement is insufficient to provide necessary academic instruction, as per 3.04, it may be mutually agreed to by the unit member and the site administrator that alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in close proximity shall be minimized to the extent possible.
- 3.06 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring. This includes the taking of student temperatures throughout the day.

Lunch

- 3.07 Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).
- 3.08 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.
 - 3.08.1 If the District requires students to stay in class for lunch due to the school site facility's inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member's pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.
- 3.09 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

One-Way Directions/Movement

- 3.10 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.

School Ingress and Egress Points

- 3.11 Since students, parents, and staff tend to congregate in large groups at access points before and after school:
 - 3.11.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

- 3.11.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.
- 3.11.3 Unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts.
- 3.11.4 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter workdays for unit members.

Recess/Student Break Times

- 3.12 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:
 - 3.12.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
 - 3.12.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.
 - 3.12.3 Unit members shall have at least one morning break of at least 15 minutes and one afternoon break of at least 15 minutes. All breaks shall be without student supervision responsibilities.
 - 3.12.4 Unit members shall not be assigned to student supervision duties in order to minimize the number of different people with whom a unit member interacts.

Meetings and Gatherings

- 3.13 In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All meetings shall be held virtually and shall be scheduled during non-instructional time.
- 3.14 Large in-person gatherings (i.e. school assemblies) are prohibited.
 - 3.14.1 Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be cancelled for the 2020-2021 school year unless mutually agreed upon by the Parties.
- 3.15 Notwithstanding sections 3.13 and 3.14, all other provisions of the CBA regarding meetings apply.

Student Cohorts

Elementary Schools (TK-5)

- 3.16 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 3.17 Student cohort sizes shall not exceed 12 students. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations. If the student cohort has reached its maximum capacity of 12, no additional students will be added to the cohort roster.
- 3.18 Students should remain in their same workspace as much as practicable.
 - 3.18.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.19 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 3.20 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.21 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall use virtual methods of interacting with the student cohort, where possible.
 - 3.21.1 Unit members shall only interact in-person with students from three (3) classroom cohorts in the same workday in order to minimize their potential exposure to COVID-19.

Secondary Schools (Grades 6-12)

- 3.22 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 3.23 Student cohort sizes shall not exceed 12 students. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations. If the student cohort has reached its maximum capacity of 12, no additional students will be added to the cohort roster.

- 3.24 Students should remain in their same workspace as much as practicable.
- 3.24.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.25 Each student's belongings shall be separated and stored in individually labeled storage containers, cabinets, cubbies, or areas.
- 3.26 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.27 If students are assigned more than one course per day, the following options exist to maintain cohort stability:
- 3.27.1 Option 1: Student cohorts will remain in one classroom location during the school day. Unit members assigned to provide instruction to students in the cohort will rotate between cohorts during different class periods.
- 3.27.1.1 Classroom spaces will be cleaned before and after each rotation of unit members.
- 3.27.2 Option 2: Student cohorts will maintain stability during transitions from one classroom to another utilizing a block schedule. To help facilitate stability, staggered release times may be created. The number of transitions shall be minimized to half the regular number of class periods on a traditional bell schedule.
- 3.27.2.1 Classroom spaces will be cleaned before and after each rotation of students.
- 3.28 Unit members who rotate between classroom spaces shall be provided lockable rolling storage cabinets. The District shall structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.
- 3.29 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the cohort teacher shall use virtual methods of interacting with the student cohort, where possible.
- 3.29.1 Unit members, where possible, shall only interact in-person with students from ten percent (10%) of the student cohorts in the same workday in order to minimize their potential exposure to COVID-19.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.30 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- 3.31 Daily cleaning and disinfecting as described in Section 3.30 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.
- 3.32 Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.

Regular Decontamination of Classroom Spaces

- 3.33 Regular decontamination of classroom spaces and staff workspaces shall be completed at least once per week. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

Air Ventilation and Filtration

- 3.34 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 3.35 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
 - 3.35.1 HVAC air filters shall be equipped with HEPA filters and changed at the recommended intervals.
 - 3.35.2 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

- 3.35.3 If an individual tests positive for COVID-19, the District will pull the HVAC filters at the school site to be tested for the presence of COVID-19. The test results shall be shared with the Public Health Officer and the Association President.

Health Screening, Testing, Notification, and Contact Tracing

- 3.36 Each school site shall have a registered School Nurse for the safety and health of all students, staff, and visitors to the campus each day. The School Nurse shall:
 - 3.36.1 Oversee the health screening, testing, and notification of all individuals on the school campus;
 - 3.36.2 coordinate with the District and interface with the Santa Barbara County Public Health Department;
 - 3.36.3 primarily care for any individuals that manifest symptoms associated with COVID-19;
 - 3.36.4 implement quarantine protocols; and
 - 3.36.5 train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
- 3.37 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks.
 - 3.37.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
 - 3.37.2 All students and staff will be trained on these protocols and procedures.
 - 3.37.3 Prior to the physical return of students, each school site and facility will designate physical areas (Isolation room/s) where sick students and/or students unable to adequately respond to the behavior expectations of the site, facility, or herein, will be held until they are released.
 - 3.37.3.1 This location will be clearly marked.
 - 3.37.3.2 All employees will be informed of the location, the individual employee/s managing the physical environment, and contact data for employee/s (i.e. email, cell phone, extension, etc.).
- 3.38 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 3.39 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Santa Barbara County Public Health Department. All persons who may have come in contact with the infected individual shall be notified within 24 hours.

3.39.1 The District shall notify the Association President of the location(s) where the infected individual was present on the school campus or facility during the suspected incubation/active infection period.

3.40 All bargaining unit members shall be provided the opportunity for free, onsite COVID-19 testing at no charge at least once per week but shall be required to be tested at least once every two months. Testing schedules shall be arranged to minimize delays and results shall be delivered directly to each unit member promptly, with all relevant privacy rights preserved.

3.41 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

4.0 HYBRID MODEL & DISTANCE LEARNING MODEL

Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, distance learning may be offered for students and families. If conditions can be met, the District may offer a hybrid model (combining in-person learning and distance learning) or a total distance learning mode of instruction.

Regardless of the District's ability to operate in-person learning according to Sections 2.0 and 3.0, distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

4.01 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible, so far as the District can maintain a safe and healthy learning environment for all students, educators, and their families, as specified and consistent with 2.0 & 3.0 of this MOU.

Hybrid Model of Instruction

Elementary School Hybrid Model

4.02 In consultation with and in concurrence of a majority of the affected bargaining unit members of the Association, the District may adopt a plan that allows for half of the students assigned to a teacher-of-record's class roster to attend in-person learning two days per week as part of a stable classroom cohort Group A and for the other half of the students assigned to the roster to attend in-person learning two other days per week as part of a stable classroom cohort Group B.

- 4.02.1 Group A Cohort shall attend in-person learning on 2 weekdays of each week. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for Group A to attend in-person learning.
- 4.02.2 Group B Cohort shall attend in-person learning on 2 alternate (in relation to Group Cohort A) weekdays of each week. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for Group B to attend in-person learning.
- 4.03 One day per week will be designated for both Group A and Group B cohorts to receive distance learning so that the classroom space can be thoroughly cleaned, disinfected, and prepared and transitioned from Group A to Group B. This day will also serve as teacher preparation day for all grade levels TK-5.

Secondary School Hybrid Model

- 4.04 In consultation with and in concurrence of a majority of the affected bargaining unit members of the Association, the District may adopt a plan that allows for students to receive part of their required days of instruction to be provided using distance learning as proscribed in Sections 4.06 through 4.16 of this MOU and part of their required days of instruction to be provided using in-person learning consistent with this MOU.
- 4.05 Due to the increased workload associated with providing both in-person learning and distance learning, weekly teacher preparation time shall be the equivalent of one day of minimum student instructional minutes or the total minutes of one class period per day multiplied by five (5) days per week, whichever is greater.

Distance Learning

- 4.06 All students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.
 - 4.06.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - 4.06.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.
 - 4.06.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.

- 4.06.2.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.
- 4.07 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 4.08 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- 4.08.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.08 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.08.2 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.09 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year. When providing distance learning, academic content, classwork, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- 4.10 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

- 4.11 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 4.12 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 4.13 Bargaining unit members providing service in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.
- 4.14 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
- 4.15 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.

Distance Learning Accountability Requirements

- 4.16 The District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
- 4.16.1 Evidence of daily student participation in distance learning shall be obtained using:
- 4.16.1.1 evidence of participation in online activities;
 - 4.16.1.2 completion of regular assignments and/or assessments; and
 - 4.16.1.3 contacts between employees of the District and pupils or parents or guardians.

- 4.16.2 The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, and verifying daily participation.
- 4.16.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.
- 4.16.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

5.0 DAYS AND HOURS

Classroom Preparation Days

- 5.01 As provided for in the CBA, bargaining unit members shall be provided two (2) "Teacher Workdays" (*as defined in the TA, dated June 5, 2020*) prior to the start of the return of students. These days shall be non-student days with no school site meetings or trainings for the purpose of unit members preparing their classroom and/or online spaces for the in-person and/or distance learning. Unit members shall be paid their daily rate for these two "Teacher Workdays".

In-Person Learning Unit Member Daily Start Time

- 5.02 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of instructional minutes as provided for in the CBA or consistent with past practice.
- 5.03 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

- 5.04 Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

2020-2021 Academic Calendar

- 5.05 The District's 2020-21 District Calendar, which contains the CUSD's instructional calendar, was agreed to on June 5, 2020. But for specific citations therein, the calendar will remain status-quo, when compared to the 2019-20 calendar. The Parties may agree to meet, to review, and revise the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model/s used including all student free days, classroom preparation days, and training days.

Professional Development Days or Hours

- 5.06 As per the CBA, one (1) additional Professional Development / Training Day or equivalent work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member's work year and compensated at the unit member's daily rate of pay.

6.0 LEAVES

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

- 6.01 For unit member self-care:

Beyond routine leave options contained in the CBA, a unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

- 6.02 For unit members to care for others:

Beyond routine leave options contained in the CBA, 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 due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA,

Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

- 6.03 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

Industrial Accident Leave/Worker's Compensation

- 6.04 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
- 6.05 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within 14 days of having coming to work at a District site.

7.0 TRANSFERS AND ASSIGNMENTS

- 7.01 The following procedures shall apply to the assignment of distance learning remote work:
 - 7.01.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least seven (7) calendar days following the posting date.
 - 7.01.2 The unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
 - 7.01.3 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District. The District will consistently initiate an interactive-process for determining eligibility.
 - 7.01.4 If after giving priority of assignment to bargaining unit members according to Section 7.01.3, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

8.0 CHILDCARE

- 8.01 Free pop-up childcare shall be provided to all bargaining unit members required to report to in-person work at a District facility. Pop-up childcare rooms shall follow all PPE and physical distancing, and student cohort size requirements of this MOU.
 - 8.01.1 Pop-up childcare rooms may be staffed by non-bargaining unit members.

9.0 PAY AND BENEFITS

9.01 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

9.02 In the event a cohort is without a teacher or a substitute teacher during in-person learning, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort.

In no event shall two (2) or more stable student cohorts be combined in order to provide instruction. Any bargaining unit members that provide in-person learning substitute coverage shall be paid their hourly rate of pay for time covering the stable student cohort.

9.02.1 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. No classified employee shall substitute teach a student cohort during instructional time. In the event that there are no qualified certificated personnel to monitor the student cohort during instructional time, the cohort may be sent home for the remainder of the day.

9.03 The District shall reimburse all bargaining unit members for reasonable costs associated with purchasing equipment, improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning or a hybrid learning model of instruction. Such reimbursement shall be compensated up to \$500 per unit member for the 2020-2021 school year.

9.03.1 Permission for purchase must be granted by the District.

9.03.2 Receipts and/or proof of purchase must be provided to the CUSD before reimbursement occurs.

10.0 EVALUATION

10.01 The period of time from the start of the school year through October 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on November 1, 2020, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

11.0 SPECIALISTS/ELECTIVES/PHYSICAL EDUCATION

11.01 Unit members that provide instruction to multiple stable student cohorts in one school day shall be provided N95 respirators due their increased interactions with students.

- 11.02 Any and all instruction that is possible to be provided via virtual (synchronous or asynchronous) instruction shall be used in lieu of in-person instruction.
- 11.03 Specialists, elective teachers, and physical education teachers shall not interact in-person with more than ten percent (10%) of the stable student cohorts in one day or with three (3) stable student cohorts, whichever is greater.
- 11.04 Specialists, elective teachers, and physical education teachers shall prepare daily lesson plans based on academic content standards that aim to provide an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.
- 11.05 Daily work schedules shall be provided by school site administration.
- 11.06 Assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups based on the in-person cohort limits in Section 3.0 of this MOU.
 - 11.06.1 Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing and instrument, or close physical contact) shall be prohibited until deemed safe by the Santa Barbara Public Health Department without PPE, physical distancing, and cohort sizes.
 - 11.06.2 Alternative lessons (such as music theory, music appreciation, string or percussive instruments, physical education with distance requirements, etc.) may be provided.

12.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 12.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District school site or facility while sick.
- 12.02 If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14) day quarantine. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction.
 - 12.02.1 The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning.
 - 12.02.2 The unit member being quarantined will be provided at least one (1) duty free workday to plan and prepare for distance learning.
- 12.03 The District will work with the Santa Barbara County Public Health Department to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.

12.04 If 10 % or more of the total stable student cohort within the District is quarantined at any given time, or if a potential outbreak of COVID-19 is suspected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary.

12.04.1 Within 48 hours of school and/or District closure, the academic program shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model.

12.05 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.

12.06 The District shall communicate any all decisions about closures and re-opening to all bargaining unit members at a school site or district wide.. Such communication shall be by email or by telephone.

13.0 TRAINING

13.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:

13.01.1 Reinforcing the importance of health and safety practices and protocols;

13.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;

13.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;

13.01.4 Health screening protocols and procedures;

13.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

13.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;

13.01.7 Protocols on their site or facility specific isolation rooms;

13.01.8 Protocols on responding to a student or staff member testing positive for COVID-19; and

13.01.9 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

- 13.02 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.
- 13.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

14.0 ACCOMMODATION

- 14.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- 14.02 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.
- 14.03 If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
- 14.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 14.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- 14.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 14.06.1 Providing additional or enhanced PPE;
 - 14.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - 14.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - 14.06.4 Moving the employee workstations; and
 - 14.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
- 14.07 When no reasonable accommodation can be reached, the District shall provide paid leave to bargaining unit members according to Section 6.03.

15.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 15.01 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.
- 15.02 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

16.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 16.01 The District and Association agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and Association President (respectively) or their designees to meet virtually in this consultation committee.
- 16.02 The Parties shall meet to consult to provide meaningful input into the "School Site-Specific Protection Plan"(hereafter, SSSPP) before the District submits this to the Santa Barbara County Office of Education and / or the local public health department. The District will post the SSSPP at all District sites, and will shares it with all stakeholders.
 - 16.02.1 All "School Site-Specific Protection Plans" shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites.
- 16.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the "Learning Continuity and Attendance Plan" in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 16.04 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the Santa Barbara County Public Health Department.
- 16.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

17.0 DURATION

- 17.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 17.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

FOR THE ASSOCIATION:

Date

FOR THE DISTRICT:

Date