## SIDE LETTER OF AGREEMENT BETWEEN CARPINTERIA UNIFIED SCHOOL DISTRICT AND CARPINTERIA ASSOCIATION OF UNITED SCHOOL EMPLOYEES [Classified & Certificated bargaining Unit]

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## March 17, 2020

The Carpinteria Unified School District ("District") has decided that, effective March 16, 2020, schools will be closed to students. This is a Side Letter of Agreement ("Agreement") between the District and Carpinteria Association of United School Employees ("CAUSE"), in an attempt to clarify expectations during this time.

1. The District will inform employees as soon as practicable, should it learn of a confirmed or likely COVID-19 infection of District employees or students.

2. For the duration of the COVID-19 pandemic and/or until Public Health has officially deemed the virus no longer a threat, all certificated and classified unit members will remain in paid status while schools are closed. (The District's Spring Break, March 20-27, 2020, is not part of the school closures.)

3. Unit employees will not suffer the loss of any loss of pay or benefits relative to their regular schedules for the period of closure. Paid status during the school closures will include compensation for current paid status, including but not limited to Extra Pay for District-Determined Positions (Article 6.9) and Teachers Assigned to Teach an Additional Period (Carpinteria Middle School/Carpinteria High School) (Article 6.10).

4. Carpinteria High School ("CHS") certificated staff will work remotely for the duration of the school closures due to the COVID-19 pandemic. CHS certificated staff will ensure the continuity of instruction (e.g. a variety of online instruction, assignments).

5. Essential CHS and K-8 Cafeteria Leaders will work for the duration of the school closures due to the COVID-19 pandemic to manage daily lunch distribution (unless the employee is 65 years or older). Essential employees who are 65 years or older and who are directed to be absent from their worksite, will be considered to be on paid administrative leave and shall receive full pay and benefits during the period of directed absence.

6. When any essential certificated or classified employee is absent due to travel or because of a doctor's recommendation (e.g. quarantine), the employees personal sick leave bank will be docked. For the essential Classified employees who are directed to come into work, the District will consider reimbursing individual employee sick-leave banks for those required to take personal sick-leave due to COVID-19, as verified by a physician's note (i.e. based upon the availability of funding and the extent of the need).

7. The District intends to negotiate with CAUSE to add make-up days to the TK-8 certificated staff and CHS and TK non-essential classified staff 2019-2020 school calendars due to the school closures.

8. For certificated employees being evaluated during the 2019-20 school year, the District will complete and provide the formal summative evaluation to Certificated staff on or before June 30, 2020. The parties agree to waive the conference requirements in Article 9.2.

9. The District will provide information or train as appropriate its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventative sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The bargaining partners recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health but will make all reasonable efforts to provide appropriate supplies.

10. Additional changes to the side letter agreement may be required. Upon future changes and/or recommendations from the State of California or County Public Health & Safety, the provisions herein may be reviewed and renegotiated as appropriate. Either party may initiate said review.

11. This MOU will terminate on June 30, 2020, unless the parties mutually agree to extend for the 2020-2021 school year.

For Carpinteria Unified School District For CAUSE.

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3, 17.2020

Diana Rigby, District Superintendent

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Hotchner, President, CAUSE

Date