

District Proposal
August 18, 2020
3:00 pm

**MEMORANDUM OF UNDERSTANDING BETWEEN
CARPINTERIA UNIFIED SCHOOL DISTRICT AND
CARPINTERIA ASSOCIATION OF
UNITED SCHOOL EMPLOYEES
2020-2021
REMOTE LEARNING MODEL
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 instruction in the Remote Learning Model.

This MOU expires on June 30, 2021, but may be extended by mutual written agreement. Upon expiration of this MOU and/or schools are reopened in a pre-COVID-19 traditional model, all terms and conditions in the collective bargaining agreements ("CBA") with certificated and classified unit members shall be returned to the 2019-2020 status, prior to the enactment of this agreement, unless otherwise agreed to by the parties. This is a non-precedent setting agreement.

INTRODUCTION

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.

The Parties recognize there is a need to address the learning environment and instructional model of schools in the Novel Coronavirus environment. It is determined that due to the most recent safety guidelines, the District will start the 2020-2021 school year in the Remote Learning Model at this time.

Continued education of our students during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between instructional models of instruction (hybrid and remote). The instructional model put into practice at individual sites and/or district-wide shall be triggered based on the most recent direction and guidance from the State of California Departments of Education and Public Health, Santa Barbara County Departments of Health and Office of Education.

The District shall immediately notify CAUSE, and negotiate the effects, if and when it becomes likely to transition to a Hybrid Learning Model or traditional, full in-person model, as determined by local public health department. At any point in the future that closure is recommended by the local public health department, the District and CAUSE shall immediately bargain the impact and effects of such closure.

In order to ensure that future reopening models are well informed, and possess the maximum level of buy-in and support, the CUSD will form a proactive, collaborative, and transparent reopening task-force / advisory counsel, consisting of District students, parents, labor representatives, administrators, and public health experts. The reopening committee will document its meetings and decisions, and make public recommendations directly to the CUSD Superintendent and School Board.

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Adherence to Health Guidelines:

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. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

On July 17, 2020, California Department of Public Health ("CDPH") issued updated schools guidance stating schools located in counties that are on the Monitoring List must not physically open for in-person instruction until their county has come off the Monitoring List for 14 consecutive days. Schools in counties that have not been on the Monitoring List for the prior 14 days may begin in-person instruction, following public health guidelines. As a result of this recent CDPH guidance, and at this time, due to the fact that Santa Barbara County is currently on the County Monitoring List, the 2020-2021 District school year shall be reopened under a remote learning model. The District does not waive its right to seek a waiver for elementary school as appropriate and consistent with state and local departments of public health guidance.

The CDPH guidance addresses a number of other relevant topics, including:

- converting to distance learning for schools (when multiple cohorts have cases or 5 percent of students and staff test positive within a 14-day period); and for the District (when 25 percent or more of its schools have been physically closed due to COVID-19 within 14 days:

- subsequent reopening of schools (after 14 consecutive days off the monitoring list, school districts may return to in-person instruction with the approval of the local public health officer);
- all staff and students in 3rd grade and above will be required to wear a mask or face covering; students in 2nd grade and below are strongly encouraged to wear a face covering;
- students should be provided a face covering if they do not have one;
- all adults stay 6 feet from one another and 6 feet away from children, while students should maintain 6 feet of distance from one another as practicable;
- anyone entering the school must do a health screen, and any student or staff exhibiting a fever or other symptoms will be immediately sent home; and
- if anyone in a student or staff member's household is sick, they too should stay home.

Safety Conditions of Employment: Specific processes and procedures will be implemented as appropriate under the most recent guidance of the State of California, Santa Barbara County Department of Public Health, and the Santa Barbara County Office of Education.

The District shall follow department of public health recommendations regarding checking for COVID-19 symptoms, including temperature checks, of all students, teachers, staff, and visitors. All staff will be required to enter through the main District office, school site office, and/or maintenance office, as applicable, so that temperature checks and wellness checks may be conducted. Before entering school and classrooms, staff will take their own temperature. Before entering school and classrooms, 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. Staff and students with any symptom consistent with COVID-19 should be sent home or sent to an isolation room on site pending travel home. All employees will be informed of the 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.

Upon notification that an employee or student has been infected with COVID-19, the District shall notify the Santa Barbara County Public Health Department local health department officials and proceed as directed by health department officials. The District shall notify the staff who may have come in contact with the infected individual, per direction of the SBCPHD.

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, students in grades TK-12, administrators, and any visitors on campus over two years of age, subject to applicable exceptions, per CDC guidelines. The District will address any increased risks due to students or staff who are not able to wear masks on a case-by-case basis.

The District shall provide required personal protective equipment ("PPE") to all unit members, when unit members are required to report to school sites. PPE refers to equipment that is

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used to limit or prohibit the transmission or infection of COVID-19 from person to person, and may include face coverings, masks or respiratory protection, face shields, neck guards, barriers, gloves, goggles, etc.

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.

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.

If appropriate protective equipment is not available, unit members shall contact their immediate supervisor. If the unit member is not provided the appropriate protective equipment, as established by the local public health department, the unit member shall not be required to remain at the work site.

In designated areas where the public will interact with staff, the District will place Plexiglas dividers to separate staff from the public, per public health guidance.

Hand sanitizer and hand sanitizing stations will be maintained by the District and available at all sites for staff and students.

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The District shall take proactive measures to ensure adequate supplies to minimize sharing of high touch materials to the extent possible, or limit use of supplies and equipment by one group of students at a time.

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Remote Learning Model

Although the remote schedules have neither been bargained or endorsed by the Union, the remote learning model will consist of the following instructional day for general education classroom teachers, attached as:

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- Exhibit A, Elementary Schedule, Remote Learning 2020-2021;
- Exhibit B, CMS Remote Learning Schedule; and
- Exhibit C, CHS Distance Learning Schedule, Fall 2020.

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All students will receive synchronous and asynchronous instruction and content five days per week. 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. [See Senate Bill 98 and Education Code section 43503(b)]

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.

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.

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, instruction shall be scheduled during the same times each week. Bargaining unit members shall have designated time each week to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

Bargaining unit members providing service in the remote learning model may work remotely or may access and work from their assigned classroom/office workspace. All necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, and headphones, will be made available in the classroom. Administrators will notify bargaining unit members if their regularly assigned workspace is not available. In the event a bargaining unit member reports to a District worksite, they shall be responsible for following all safety and health requirements of this MOU.

Teachers shall take attendance for all students on their class roster each day. Attendance shall be taken of students who are virtually present in class. Teacher will use the District's student information system [Aeries] to complete daily attendance.

A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.

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.

The Parties recognize that implementing the remote learning model herein has negotiable impacts. As such, the Parties agree, that due to the COVID-19 pandemic and social distancing guidelines, it is necessary, to temporarily make the following modifications to the current contract during this time. All other current Collective Bargaining Agreement language remains applicable to employees absent modification below.

2020-2021 District Calendar/Teacher Work Days/Professional Development. Per the Tentative Agreement, dated June 15, 2020, the Parties agree that the District calendar for the 2020-2021

will have two (2) "teacher work days" and one (1) PD at the start of the school year. For the two (2) teacher work days, faculty will be required to provide service, but the responsibilities and duties associated with that service will be determined by the teacher, without administrative directives or conflicting administrative responsibilities.

The school year will begin on August 19, 2020 and end on June 10, 2020. ~~The two (2) evacuation make-up days, if needed, will be June 11, 2021, and June 14, 2021.~~

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Procedural Guidelines for the Evaluation of Unit Members: In order to support the purpose of the evaluation process to continually improve instruction and/or performance of members and thereby improve the quality of education for children, youth, and adults, as well as compliance with the Education Code, will continue during the 2020-21 school year. Meetings, discussions, and informal and formal observations, identified in the certificated (Article 9, Evaluation) and classified (Article 10, Evaluation of Employee Performance) CBA's, may occur virtually.

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Transfer and Reassignment: 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 MOU.

Miscellaneous Provisions

Employee / Employees' Family Members on District Properties: District employees will be permitted to bring their children onto District properties, in the event that they can not find or provide adequate childcare at home. District employees' family members will be subject to every precaution previously cited in this MOU.

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Such reimbursement shall be compensated up to \$500 per unit member for the 2020-2021 school year. Permission for purchase must be granted by the District. Receipts and/or proof of purchase must be provided to the CUSD before reimbursement ¶

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Employee / Employees' Family Members on District Properties: District employees will be permitted to bring their children onto District properties, in the event that they cannot find or provide adequate childcare at home. District employees' family members will be subject to every precaution previously cited in this MOU. ¶

District Employees will be responsible for the supervision of their children, while on CUSD properties. Family members will be restricted to the workspace of the District employee, and must be chaperoned by their employee parent if they are to use any public spaces, such as restrooms, hallways, etc....

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Class Size: Instructional classes taught remotely will not exceed the previously established limits, as per the current CBA.

Pay/Benefits: While working under the remote learning model, 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.

Training: Prior to reporting to an in-person work environment, the District will train every employee in those areas of the District's COVID-19 response that are relevant to the employees duties and responsibilities.

The District will implement quarterly District Safety Committee meetings to identify and make decisions associated with required trainings.

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The committee will share, receive, research, and distribute information with the Unit. The committee may make recommendations to District Leadership and present at Board Meetings when recommendations are shared. The committee will continue to include all previous external agency partners (Fire, Law Enforcement, FEMA, Public Health, etc.).

Leaves of Absence: The Parties agree that all current adopted and applicable leave policies, including any state and federal laws, including but not limited to HR 6201/Families First Coronavirus Relief Act (FFCRA), 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. Currently, the FFCRA, and leave rights contained therein, is set to expire on December 31, 2020.

Daily Cleaning and Disinfecting: The District shall ensure that all classrooms, restrooms, 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.

The CUSD will maintain and publish a running inventory of SAFETY PPE, cleaning supplies, and resources, with the intent of streamlining the process for requesting, distributing, and accounting for required supply levels.

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Professional Responsibilities: Professional responsibilities will remain consistent with current contract language, applicable job descriptions, legal requirements and case law, and professional standards.

Parent/Guardian Communication: Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress with established practices and procedures for traditional in-person learning.

School/Facility Closures: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CAUSE bargaining-unit employees

who remain on duty and able to work, shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

Temporary Change of Duties: The Parties recognize maintaining the health and safety of students, staff, and teachers during the coronavirus epidemic may require employees to perform health and safety duties that are not included in their typical job duties. The District may assign an employee to perform such duties during the term of this MOU.

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Accommodation: 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.

FOR THE DISTRICT

FOR CAUSE

Diana Rigby
Superintendent
Carpinteria Unified School District

Jay Hotchner
President
CAUSE

Date: _____

Date: _____

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