

**MEMORANDUM OF UNDERSTANDING BETWEEN**

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

**[RE: CLASSIFIED & CERTIFICATED Units]**

**\* COVID-19 PANDEMIC Impact Bargaining \* 2020-2021 \***

**\* Counter Proposal \* Submitted: August 3, 2020 \***

This Memorandum of Understanding (MOU) between the Carpinteria Unified School District ("District") and Carpinteria Association of United School Employees ("CAUSE") sets forth the parties' agreed upon negotiated effects of District decisions regarding the 2020-2021 academic year in a COVID-19 environment.

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.

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.

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 Union is not including all aspects of its original proposal (ex. HYBRID Models, In-PERSON models, etc), in an effort to reach agreements on the most pressing matters before us. This action should not be misconstrued to suggest that the Union is forfeiting any of its bargaining rights on topics not contained in this proposal.**

## **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 Health and Safety:

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. 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., ~~unless the District is granted a waiver to allow elementary schools to reopen in-person instruction (hybrid model) from local health officials, in consultation with the CDPH. This waiver is recognized in the July 17, 2020, CDPH guidance.~~

**2.1 Although the CDPH's metric is not the only relevant HEALTH & SAFETY condition that must be met before the CUSD may reopen, it is a significant. External condition that will inform the District's reopening decision. The bargaining partners recognize that the District has little control over the conditions required to satisfy the CDPH's metric. However, several other HEALTH & SAFETY metrics exist, which fall under the control of the CUSD.**

Moved in its entirety, from above: 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.

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.

**In regard to the transition from REMOTE to IN-PERSON (Hybrid or 100%), the CUSD will establish a timeline/internal metrics for said transition, which clarifies the steps and conditions that must be met prior to redirecting employees and families into the IN-PERSON learning. The objective being to make transparent the District’s SAFETY response, in hopes of increasing stakeholder confidence to a return in IN-PERSON learning.**

- **The District will acknowledge, in-writing, the internal and external conditions that must be met prior to said transition.**
- **The District will also specify the details associated with its HEALTH & SAFETY response, on a per condition basis, clarifying how the CUSD has specifically met the conditions and expectations required to pursue any IN-PERSON learning model.**

## **2.2 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)**

2.21 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.

2.22 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.

2.23 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.

2.24 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.

## **2.3 Face Covering Requirements**

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.

2.3.1 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.

2.3.2 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.

2.3.3 For unit members and students who cannot wear a mask according to section

2.3.4 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.

2.3.5 N95 respirators shall be fit-tested and provided to:

2.3.6 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and

2.3.7 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.

### **3.0 Health Screening, Testing, Notification, and Contact Tracing**

**3.1 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:**

**3.2 Oversee the health screening, testing, and notification of all individuals on the school campus;**

**3.3 coordinate with the District and interface with the Santa Barbara County Public Health Department;**

**3.4 primarily care for any individuals that manifest symptoms associated with COVID-19;**

**3.5 implement quarantine protocols; and**

**3.6 train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.**

**3.7 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.**

**3.8 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.**

**3.9 All students and staff will be trained on these protocols and procedures.**

**3.9.1 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.**

**3.9.2 This location will be clearly marked.**

**3.9.3 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.).**

**3.9.4 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.**

**3.9.5 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.**

**3.9.6 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.**

**3.10 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.**

**3.11 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 Remote Learning Model~~**

~~The remote learning model, the following will apply:~~

~~The remote learning model will consist of the following instructional day for general education classroom teachers:~~

#### **~~Distance Learning~~**

#### **4.0 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.**

**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.**

4.1 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.

4.1.1 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.~~

4.1.2 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.

4.1.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.

4.1.2.2 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.

4.2 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.

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.

4.9 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.

4.10 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.

4.11 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~~

4.12 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.

4.13 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.

4.14 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.

4.15 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 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".

## **6.0 2020-2021 Academic Calendar**

6.0 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.

## **7.0 Professional Development Days or Hours**

7.0 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.

## **Hybrid (Blended) Learning Model**

~~This blended learning model consists of the blending of in-person and at-home learning. Students are cohorted in two groups, with an expected student count of between, approximately, 10-18 students in Cohorts A and B (50%). Each student cohort will receive 2 days in-person instruction and 3 days online. The five-day workweek (Monday through Friday) for teachers under this Model shall include four (4) days in-person instruction and one-half (1/2) day of remote instruction and an early release on Wednesdays. Cohort A: Monday and Tuesday in-person; Wednesday, Thursday, Friday online Cohort B: Monday, Tuesday, Wednesday online; Thursday and Friday in-person~~

~~Elementary Grades 1—5: 8:00 am to 2:30 pm; TK/K Cohort A—8:00 am to 10:45 am;  
Cohort B—11:45 am to 2:30 pm  
CMS: 8:30 am to 3:00 pm  
CHS: 8:30 am to 3:00 pm~~

~~Wednesdays: Early Release at 1:00 pm for Elementary; 1:30 pm for CMS and CHS for meetings, collaboration, and PD~~

~~The Parties recognize that implementing the instructional 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.~~

~~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. 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 sanitizing stations will be maintained by the District, per public health guidance. The District shall 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.~~

~~The District shall follow department of public health recommendations regarding checking for COVID-19 symptoms, including temperature checks, of all students, staff, and visitors. Certificated unit members will conduct temperature checks of all students, staff, and/or visitors, upon entry to the certificated unit employee's classroom or office/workspace.~~

~~Students, 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.~~

~~Upon notification that an employee or student has been infected with COVID-19, the District shall notify local health department officials and proceed as directed by health department officials.~~

~~The District shall require the use of facial coverings (“masks”) by students, staff, and visitors, in accordance with federal, state, and/or local guidelines currently in effect.~~

~~Class Size: Class size of each in-person cohort shall be based on room space and ability to provide appropriate social distancing or other safety precautions. The District shall ensure physical distancing consistent with the most recent public health order. Current class size and student contact language will be followed.~~

~~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.~~

## **8.0 EVALUATION**

**8.1 The period of time from the start of the school year through November 1, 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; remote learning. In the event that students have not returned to in-person learning by the end of November, the Bargaining partners will reassess this provision.**

**8.2 The evaluation process shall begin as prescribed in the respective CBAs,, 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.**

~~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.~~

9.0 Miscellaneous Provisions

9.1 Pay/Benefits: ~~While working under the above learning models,~~ 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.

9.2 Leaves of Absence: Unit members who are exposed or test positive for coronavirus and are required to be quarantined shall take advantage of state and federal leave rights, as well as leave rights set forth in the CBA. Other leave requests will be reviewed and decided based on currently existing legal and contractual rights.

9.3 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.

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

9.5 At-Risk Members: The District shall engage in an "interactive **process**" **dialogue** with any unit member who provides documentation of an underlying high-risk condition to COVID-19.

- **The District will establish and publish the criteria that will guide summative decisions associated with the "interactive process."**
- **Decisions will not be based on a personal, arbitrary, or capricious basis.**

9.6 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.

9.7 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.

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

9.9 Confirmed COVID-19 Infection: Upon notification that an employee or student has been infected with COVID-19, the District shall notify local health department officials and proceed as directed.

## **10.0 LEAVES - Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)**

### **10.1 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.**

### **10.2 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,**

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

**10.3.1 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.**

## **11.0 Industrial Accident Leave/Worker’s Compensation**

**11.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker’s Compensation remain in effect.**

**11.2 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.**

## **12.0 CHILDCARE**

**12.1 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.**

**12.2 Pop-up childcare rooms may be staffed by non-bargaining unit members.**

### Traditional Learning Model

This model consists of the District's traditional instructional model of education that existed pre COVID-19. This model is triggered when the Santa Barbara County Office of Education, the Santa Barbara County Department of Public Health, and California Department of Education, determine that students may return to in-person instruction with no or minimal restrictions. Once this determination is made, students and staff will return to the traditional instructional and workday immediately.

### **Included in other areas:**

## **Classified Unit Members**

~~The Parties recognize that implementing the instructional 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.~~

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

~~The District will implement measures to ensure the health and safety of unit members who are required to return to work site, due to COVID-19, including, but not limited to, appropriate personal protective equipment, cleaning, social distancing, and symptom screening of students, staff, and visitors.~~

~~The District will provide unit members with hand sanitizer, protective face coverings, disposable masks, and other protective equipment, as appropriate for work assignments, as well as appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask).~~

~~If appropriate protective equipment is not available, unit members shall immediately contact their supervisor.~~

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~~Leaves of Absence: Unit members who are exposed or test positive for coronavirus and are required to be quarantined shall take advantage of state and federal leave rights, as well as leave rights set forth in the CBA, without fear of reprisal.~~

~~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.~~

~~At Risk Members: The District shall engage in an interactive dialogue with any unit member who provides documentation of an underlying high risk condition to COVID-19.~~

~~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 classified employees to perform health and safety duties that are not included in their typical job duties. The District may assign any classified employee to perform such duties during the term of this MOU.~~

~~Confirmed COVID-19 Infection: Upon notification that an employee or student has been infected with COVID-19, the District shall notify local health department officials and proceed as directed.~~

## **13.0 TRAINING**

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

- 13.1.1 Reinforcing the importance of health and safety practices and protocols;**
  - 13.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;**
  - 13.1.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;**
  - 13.1.4 Health screening protocols and procedures;**
  - 13.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID- 19 while at school;**
  - 13.1.6 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;**
  - 13.1.7 Protocols on their site or facility specific isolation rooms;**
  - 13.1.8 Protocols on responding to a student or staff member testing positive for COVID-19; and**
  - 13.1.9 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.**
- 13.2 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.**
- 13.3 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**

**14.1 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.**

**14.2 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.**

**14.3 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.**

**14.4 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.**

**14.5 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.**

**14.6 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:**

**14.6.1 Providing additional or enhanced PPE;**

**14.6.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;**

**14.6.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;**

**14.6.4 Moving the employee workstations; and**

**14.6.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.**

**14.7 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**

**15.1 The District shall develop and implement a plan to minimize access to school sites, and limit non- essential visitors, facility use permits, and volunteers.**

**15.2 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 NEGOTIATION**

**16.1 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.**

**16.2 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.**

**16.2.1 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.**

**16.3 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.**

**16.4 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.**

**16.5 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**

**17.1 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.**

**17.2 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 DISTRICT

FOR CAUSE

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Diana Rigby  
Superintendent  
Carpinteria Unified School District

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Jay Hotchner  
President  
CAUSE