

MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA UNIFIED SCHOOL DISTRICT
AND
VENTURA UNIFIED EDUCATION ASSOCIATION
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

April 2, 2020

The Ventura Unified School District (“District”) and Ventura Unified Education Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to the coronavirus (“COVID-19”) pandemic.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The District and Association agree as follows:

Defining “Distance Learning,” Assessment, and Student Expectations

1. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication. Based on the program and grade level, methods will vary but will be consistent across the district.
2. District and State assessments scheduled after March 16, 2020 have been suspended.
3. Distance Learning activities provided to students will include enrichment, engagement, and review through **Edgenuity, Canvas, Google Classroom and other platforms used by the district**. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity. A district committee including teachers, counselors, and administration will be formed to make a final recommendation to the Board on the detailed aspects of grading.
4. The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work.

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Equipment, Training, and Technical Support

1. The District shall provide all necessary equipment, if requested, to deliver distance learning. Staff shall not be liable for damage to District equipment. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students.
2. Bargaining unit members may receive a one-time reimbursement beginning March 16 and continuing through the remainder of the 2019-20 school year of up to **\$75.00** for increased costs incurred with working from home, which includes increased technology costs such as personal data/hotspot usage home internet, etc. In the event schools reopen prior to the completion of a full month period, the stipend shall be prorated accordingly.
3. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually prior to the implementation of distance learning using an iterative approach to professional development with multiple opportunities and modalities for unit members to learn including a library of archived trainings.
4. Bargaining unit members who participate in training related to distance learning outside regular work hours, upon confirmed attendance, shall be paid **District Hourly Rate** for the hours spent in the training. Information regarding training opportunities shall be communicated with all bargaining unit members via email.
5. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

Communication, Collaboration, Privacy, and Security

1. Bargaining unit members shall check their District email daily during the regular work week.
2. Bargaining unit members shall refer to the VUSD Secondary Distance Learning Teacher Office Hours/Videoconferencing for work hour guidelines.
3. Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity the District's acceptable use policy. Teachers will not be required to conduct live video.

Curriculum Content and Scheduling

1. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es) within the approved platforms for each

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program. Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.

2. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure.
3. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are maximum time limits students should be expected to engage with distance learning lessons each week. We will build a phased learning schedule that takes crisis distance learning into consideration for staff, students, and families.
4. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students.

Special Education, Counselors, and Speech and Language Pathologists

1. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
 - Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate. This enables all students access to the same learning opportunities.
 - Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.
2. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
3. Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.
4. Speech and Language Pathologist may provide individual and/or group virtual lessons. These lessons may be conducted via telephone or other virtual tools, as appropriate.

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Compensation

1. Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use Districtwide will be paid at their **District Hourly Rate** for the additional hours worked once distance learning begins. Work completed prior to the start of distance learning may be addressed through a stipend.

Miscellaneous/Other Provisions

1. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 48-hour notice to all unit members to prepare for return to the classroom with students.
2. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties) .

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.

This one-time non-precedent setting MOU shall expire in full without precedent on **June 12, 2020**, unless extended by mutual written agreement.

Betsy George, Date

Assistant Superintendent, Business Services

Jeffrey Davis, Ed.D. Date

Assistant Superintendent, Human Resources

 4/15/2020

Mike Malone Date

VUEA Co-Chief Negotiator

 4/15/2020

Steve Rowley Date

VUEA Co-Chief Negotiator

 4/15/2020

Dan Nelson Date

VUEA President