

**VENTURA UNIFIED SCHOOL DISTRICT**  
**Memorandum of Understanding**  
**Between**  
**Ventura Unified School District**  
**And**  
**Ventura Unified Education Association**

**August 6, 2020**

This Memorandum of Understanding ("MOU") between the Ventura Unified School District ("District") and the Ventura Unified Education Association ("VUEA") (referred to collectively as "the Parties") regarding the return to work following school closures related to the Novel Coronavirus (COVID-19) is specifically for the 2020-2021 school year.

The Parties recognize the need to customize the instructional model(s) for schools during the COVID-19 Pandemic to optimize the learning environment and promote student emotional well-being, while adhering to the health and safety orders and guidelines of our state and county public health agencies. To that end, it is in the mutual interest of both parties to establish instructional delivery by way of Distance Learning and Hybrid models. Student and staff safety remain paramount in our planning processes and goals.

It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data at this time, best practices, and the practical realities of managing school operations. Pursuant to Article 4 (Continuance of Work) in the current Collective Bargaining Agreement ("CBA"), the District and VUEA recognize the duty and obligation of all parties to comply with the current CBA including for unit member discipline, the defined scope of work and as a standard for evaluations for the 2020-2021 school year.

**A. Distance Learning**

1. Definition: Online instruction with teachers and students in different locations
2. During the 2020-2021 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the distance learning model are expected to work and be available during their normal contractual work hours and five-day work weeks (Monday-Friday).

**B. Health and Safety:**

1. Article 7 (Safety Conditions) (F) "The District shall comply with all applicable health and safety laws".
2. Face Coverings: The District will supply reusable face coverings to each staff member. Staff members will be responsible for the recommended daily washing of their face coverings. Staff may use their own face coverings so long as it provides adequate covering of the nose and mouth.

Face coverings shall be neutral in nature and follow the applicable guidelines. At a minimum, a face covering must be worn:

- a. While waiting to enter the school campus
  - b. While on school grounds (except when eating or drinking)
  - c. While leaving school
  - d. While on a school bus
3. Staff members are expected to regularly wash their hands and use hand sanitizer when on campus; supplies to be provided by VUSD
  4. Staff members are expected to maintain required social distancing when on campus
  5. Daily (M-F) cleaning and disinfecting will take place campus-wide at each school site
  6. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted, as well as any school or building closures due to infection.
  7. The District shall comply with the following hand washing logistical requirements:
    1. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser
    2. Every classroom shall be provided hand sanitizer
    3. Non-classroom work-areas and office areas shall be provided hand sanitizer

4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.

**C. Access to Worksite**

1. Under the VUSD full distance-learning model, bargaining unit members **may** access and work from their classroom/office worksite during regular school hours. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain required physical distancing between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield and neck drape (tucked into their shirt/top).
2. Members who choose to work off-site are expected to complete their regular, contractual duties while working remotely.

**D. Evaluations:**

1. All contract language in Article 13 (Evaluations) remains the status quo for the 2020-2021 school year with the exception of the preconference meetings for permanent bargaining unit members, held on or before December 1, 2020
2. The District understands that Distance Learning and Hybrid Learning are new instructional delivery modes for classroom teachers while counselors and other unit members will need to work in different ways with their students during this time. To prepare for this the District will provide unit members with significant training and orientation time with their students during the first nine (9) days of the school year, as well as other trainings during the school year. To this end, district evaluators will value the growth of the unit members they are evaluating. The evaluation process will include multiple attempts if needed. Peer evaluation continues to be an option per the Article 13 process with prior administrator approval.
3. Administrators retain the right and access to both virtual and in-person classes for the purposes of observation and evaluation of employee performance as they would in a regular setting. Unit members will adhere to the evaluation tools included as Appendix A in the CBA.

**E. Leaves of Absence:**

1. Article 12 (Leaves of Absence) in the CBA
2. The HR 6201-Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided in the CBA and pursuant to federal and state statutes.
3. Bargaining unit members have a right to all legally applicable leaves. Contract and Board policy provides various leaves including but not limited to: personal illness and injury; personal necessity; health; parental; childbearing; voluntary; personal – short term; personal – long term; FMLA; and others. Some of these leaves may be unpaid. Bargaining unit members are encouraged to refer to Article 12 of the CBA, Board policy, and contact Human Resources for more information.

**F. Assignment and Transfer:**

1. Article 11 (Assignment and Transfer) in the CBA.
2. The District, through Human Resources, will collect the names of bargaining unit members who are interested in different assignments related to distance or hybrid learning. If possible, the District will facilitate requests based on learning models and student need.

**G. Expectations of Bargaining Unit Members in both Distance and Hybrid Learning models:**

1. Unit members shall be responsible for:
  - a. planning appropriate standards-based instruction;
  - b. provide daily, live instruction in alignment with the schedules agreed upon in the VUSD-VUEA Side Agreement;
  - c. Responding to parents and students in a timely manner;
  - d. Supporting diverse learners;
  - e. Building rapport and connections with students;
  - f. Regularly monitoring student work completion, progress, and participation through multiple measures aligned to the standards;
  - g. Providing students feedback;

- h. Reporting non-participation of students to the site administrator for additional outreach and follow-up as needed. District support resources will be used to create automated systems to reduce the burden on teachers related to the reporting of non-participating students.
2. District wide, unit members shall use the predetermined online learning platforms to deliver instruction to their students. The platforms will be posted according to grade level on the district website.

#### **H. Special Education:**

1. In the VUSD distance/hybrid learning model unit members who are special education teachers, shall provide daily live interaction with students and their peers for purposes of instruction, progress monitoring, service implementation and maintaining school connectedness as listed in each student's IEP. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
2. The Distance Learning Plans for students in special education must include special education, related services, and any other services in a student's IEP with accommodations necessary to ensure that the IEP can be executed through distance learning
3. All IEP's shall be scheduled and held as normal. The District shall hold all IEP's, 504's, SST's, remotely unless an in-person meeting is requested by the parent.
4. Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional settings.
5. Unit members who are related service providers, such as but not limited to Speech and Language pathologists, Nurses, DHH and teachers of the visually impaired, EIC teachers, and adapted PE teachers, shall implement the related services as specified in each student's IEP. These services may be offered in group settings, individual settings, or a combination of the two based on individual student needs. If the service delivery written in the IEP is not feasible, the unit member shall notify the appropriate administrator to develop an "Emergency Individualized Distance Learning Plan (EC 46392)". Distance Learning Plans must be separate from the IEP.
6. In person assessments shall be performed to gather the appropriate data to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE. The District will keep current with legal obligations for in person assessments with the intent of providing remote options if they become viable.
  - a. In person assessments shall be restricted to one assessment per room at a time.
  - b. Personal Protective Equipment will be provided due to close proximity between assessor and student.
  - c. District shall provide a safe space for SPED student assessment, which will include the recommended social distance between the proctor and the student, and sanitized assessment tools and protocols for both the proctor and the student. For all positions that perform one-on-one legally required student testing (e.g. SLPs, nurses, educational specialist teachers, and any other VUSD staff), at minimum one safe space per site will be set up for testing.
  - d. The room will be equipped with an adequate supply of PPE. Seating will be spaced as required by state and local public health officials to ensure appropriate physical distancing is maintained when testing.
  - e. The assessment room will be sanitized by appropriate staff after each use.
7. **Other Assessments:**
  - a. In person assessments will be completed to gather the appropriate data as needed. The District will keep current with legal obligations for in person assessments with the intent of providing remote options if they become viable.
  - b. In person assessments shall be restricted to one assessment per room at a time.
  - c. Personal Protective Equipment will be provided due to close proximity between assessor and student.
  - d. District shall provide a safe space for the student assessment, which will include the recommended social distance between the proctor and the student and sanitized assessment tools and protocols for both the proctor and the student. For all positions that perform one-on-one legally required student testing at minimum one safe space per site will be set up for testing.
  - e. The room will be equipped with an adequate supply of PPE. Seating will be spaced as required by state and local public health officials to ensure appropriate physical distancing is maintained when testing.
  - f. The assessment room will be sanitized by appropriate staff after each use.

#### **I. Hybrid Learning**

**Definition:** A combination of online and in-person instruction

It is the intention of both parties to come to agreement on the phased-in A/B model (when hybrid is safe and appropriate) in alignment with the recommendation of the VUSD Distance Learning Committee. Due to the potential need to stagger workday start and end times for the A/B Hybrid model and other effects, more discussion is needed and is scheduled for labor management consultation the week of September 14, 2020. It is the interest of both parties to keep the styles of the models recommended by the Distance Learning Committee.

**J. Professional Learning:**

1. Professional learning days for the 2020-2021 school year will be provided by the district to assist unit members with learning to effectively work in the Distance Learning and Hybrid models

**K. The District will provide the following Professional Learning Trainings for Unit Members:**

1. Training on the effective use and implementation of the distance learning platforms.
2. Instructing and planning for beginning of the school year to include appropriate health and safety protocols aligned with Federal, State, County, and District COVID-19 protocols such as hand washing, social distancing, and other health safety and procedural practices.
3. Effective use of instructional practices and engagement strategies when working in the Distance Learning and Hybrid Learning Models.
4. How to effectively build connections with and between students, and support students social-emotional needs in the Distance Learning and Hybrid models.
5. Other applicable trainings if needed and as determined by the district.

- L.** Each site will maintain the maximum capacity information (based on current guidelines) in the main office. California Department of Education and Ventura County Public Health guidelines will be followed regarding physical distancing of students from students and teachers from students during the 2020-2021 school year. Required social distancing shall be maintained whenever possible or required by law. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc).

- M.** Staff meetings/Professional Development/Collaboration – The District shall not require in-person staff meetings, department meetings, professional development, or other gatherings/meetings if the District cannot ensure a legally required physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. In-person meetings shall be held outdoors, if practicable.

- N.** The contract workday for all unit members in the Distance Learning model will adhere to the current contract language of Article 8. VUSD and VUEA will jointly monitor the workloads for all unit members, including Special Education, through the Labor/Management Consultation process.

- O.** In order to keep parents and students aware of academic progress, teachers will notify parents and administrators, as well as post, their selected platform for grading. Members will not be required to maintain multiple grading platforms on a regular basis. Grade reporting for progress reports, quarterly grades, trimester grades, and semester grades will be maintained in the SIS of record, as is done currently.

- P.** The District will provide a link hosted on the district website to the bargaining unit members with information and guidelines regarding school closures/re-openings.

- Q.** Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.

- R.** The District will continue to compensate selected Canvas/Seesaw VUSD master course builders for the 2020/2021 school year. A master course is one that will be used by multiple teachers in the same grade level and/or subject matter. Professional development opportunities regarding the customization and use of learning platforms will be provided to members and may be compensated if provided outside of contracted workday.

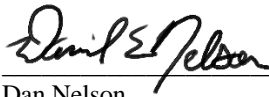
- S.** Unit members will only be required to sign waivers required by law. Unit members will not be required to sign any waivers, or other documents without these materials first reviewed by VUEA and CTA. VUEA and CTA will have opportunities to suggest edits in the review process. No unit member will be compelled

to sign a waiver as a condition of work. Local, county, state, and federal law supersedes the document review process.

The parties share joint interests in keeping communication open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic. The parties agree to meet collaboratively regarding any significant changes to the health and safety orders and/or guidance from the state and county public health agencies. These changes will be addressed through the Labor/Management Consultation process. The parties agree to meet on a regular basis throughout the 2020-2021 school year; at minimum every three weeks.

- 1) This MOU shall sunset no later than June 30, 2021, unless both parties mutually agree upon an extension.
- 2) The provisions of this MOU shall not be modified and/or changed unless both parties mutually agree.
- 3) This MOU shall not be precedent setting nor form any basis for a past practice.

Agreed to this 6<sup>th</sup> day of August, 2020



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Dan Nelson  
VUEA, President

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Dr. Jeff Davis  
VUSD, Chief Negotiator



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Mike Malone  
VUEA, Chief Negotiator

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Dr. Danielle Cortes  
VUSD, Resource Support