

**VENTURA UNIFIED SCHOOL DISTRICT**  
**Memorandum of Understanding Between**  
**Ventura Unified School District And**  
**Ventura Unified Education Association**  
**November 20, 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") involves the return to In-Person instruction, with an added Hybrid learning component. In addition, some teachers will work as Distance Learning-Only teachers due to their special circumstances when approved by the District and will teach those students who will be Distance Learning-Only students. This work follows Distance Learning-only instruction related to the Novel Coronavirus (COVID-19) since the beginning of the 2020-2021 school year.

The Parties recognize the need to customize the In-Person/Hybrid instructional model 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/or the In-Person/Hybrid model. 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.

When the District returns to In-Person instruction/Hybrid learning, the parties agree to the amended sections below.

Unless otherwise addressed in this MOU, the current collective bargaining agreement remains in full effect.

**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 that will be teaching in the Distance Learning-Only model are expected to work and be available during their normal regular contractual work hours and five-day work weeks (Monday- Friday).

**a. In-Person/Hybrid Learning**

- i. Definition: A combination of In-Person instruction and online learning

**B. Health and Safety:**

1. Article 7 (Safety Conditions) (F) "The District shall comply with all applicable health and safety laws".
2. Face Coverings/Masks are required to be worn properly at all times by all individuals on a school campus. When working in an office or room alone, employees may remove their masks. In addition, face coverings are required to be worn properly at all times by all individuals outdoors when physical distancing is not feasible. This applies to all staff, all students (over 2 years old), all administrators and any visitors on campus.
  - a. For students that do not comply with wearing masks, school sites will follow progressive discipline per district policy. For health and safety reasons, students who refuse to wear a mask in a classroom setting shall not be returned to the classroom setting for the rest of the class period/day. This is to prevent possible exposure to other students and staff members. In cases where students have a

documented medical reason for NOT wearing a mask, parents, principals, teachers and nurses will work collaboratively to address additional needs for protection of staff and students, which may include moving the student to distance learning.

b. Employees – Those wearing a face shield must also wear a mask. Prohibited masks/face coverings are Bandanas, Gaiters, and Masks with external valves and Face Shields only. The District will have available face coverings for staff and students. Staff may use their own approved face coverings/masks. Staff face coverings are considered part of the members' professional apparel and follow the applicable guidelines.

c. At a minimum, a face covering must be worn:

- i. While waiting to enter the school campus
- ii. While on the school grounds (except when eating or drinking)
- iii. While leaving school
- iv. While on a school bus

3. All persons are expected to regularly wash their hands and use hand sanitizer when on campus; supplies to be provided by VUSD. Site members may request additional PPE and supplies from designated office staff. All persons shall maintain required physical distancing (six (6) feet minimum) when on campus (indoors and outdoors).
4. All reasonable care shall be taken by the VUSD and the site administration to maintain 6 feet of physical distance. In some cases, for a short period of time, generally less than one minute, (moving about the classroom, moving about the site) it may be that students or staff may be closer than 6 feet.
5. The District shall implement minimum physical distancing of six (6) feet between all student workspaces. The District shall also implement minimum physical distancing of six (6) feet between all educator and student workspaces, and between all employee workspaces.
6. Daily (M-F) cleaning and disinfecting will take place campus-wide at each school site.
  - a. There will be a daily cleaning checklist posted in bathrooms, classrooms and office areas.
7. The District shall comply with the following hand washing logistical requirements:
  - a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.
  - b. Every classroom shall be provided hand sanitizer for multiple use for all students and staff.
  - c. Each occupied elementary classroom shall have a handwashing station for multiple use for all students and staff.
  - d. Non-classroom work-areas and office areas shall be provided hand sanitizer.
  - e. 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 nightly and refilled as needed.
8. The following cleaning protocols shall be implemented at sites and offices:
  - a. Teachers and certificated staff shall not be mandated to clean, sanitize or disinfect, but supplies will be provided to staff members who choose to do so. The California Department of Pesticide regulation requires training for anyone who uses pesticides (disinfectant is considered a pesticide). The training

- for use of disinfectant shall be provided to unit members and may be taken via an on-line module.
- b. Staff and student restrooms shall be cleaned multiple times a day, typically three times a day, mornings, mid-day and evenings. Staff common areas (including workrooms, staff lounges, and office areas) will be cleaned at minimum twice daily, at or about noon and again in the evening.
  - c. Outdoor playground equipment shall be cleaned between student groups; if allowed, balls and other equipment shall also be sanitized.
  - d. Areas that need additional cleaning due to potential COVID risk will be closed until sanitized.
9. The Risk Management Department will work with staff and administration on any violations that are reported to the Principal or supervisor:
- a. The intent of this item is collective accountability at the work site, which is defined as a large group action encouraging self and group compliance to the health and safety protocols.
  - b. The District will provide a confidential anonymous reporting system that will go directly to the VUSD Risk Management Department and current Safety Manager. The VUSD shall provide a weekly summary of the confidential anonymous reports to VUEA.
10. The VUSD COVID-19 Testing Manager will:
- a. Ensure that all employees are tested for COVID-19 as required per CDPH and VCPH.
  - b. Maintain an active database of all employees tested (including date tested, result of test, etc.).
  - c. Provide a testing update to the site principals and work site managers to be communicated to employees on a bi-weekly basis (via email).
11. The District will adhere to Ventura County Public Health (VCPH) guidelines regarding the closures of classrooms, offices and work sites:
- a. The VUSD will follow CDPH and VCPH guidelines for potential closing of classrooms, offices, and sites and potentially the district due to positive COVID-19 tests. If this is a classroom, the students and teachers in that classroom will transition back to Distance Learning for the fourteen day time period.
  - b. Unit members who are quarantined for COVID-19 cases or exposure have the right to use the COVID-19 leave (10 work days of leave – separate from the employee’s regular sick leave time). This leave expires on December 31, 2020.
  - c. Members who test positive for COVID who have been assigned to Distance Learning shall be able to choose to continue working in isolation. Members who are not assigned to a Distance Learning environment may ask to be reassigned to work supporting Distance Learning during their COVID illness.
  - d. Within 12 work hours of a confirmed case the employees at a work site (including on-site daycare facilities) will be informed. Per AB685, the district shall inform VUEA in the notification of confirmed cases. Per AB685, VUEA shall also be informed of confirmed cases. The District will post the school/office closure date and reopen date on the District website.
  - e. The site principal or manager will shall communicate the close and reopen dates to each employee at the work site via district email.
12. Per current VCPH guidelines regarding COVID-19 testing:

- a. District employees will be tested for COVID-19 every two months (each employee will be tested four times during the 2020-2021 school year).
- b. The District will compensate employees in advance a testing stipend at the district hourly rate (\$39.51) for two hours to compensate the employee for the time it takes to test for district required testing.
- c. The unit member shall send the results to the VUSD COVID-19 Testing Manager. The member shall be held harmless if the testing center experiences delays in reporting results. The unit member shall inform their supervisor of a positive test result.
- d. In no case shall a member be required to provide a test result faster than the no-cost tests at the Ventura County testing sites can provide.

13. Passive Screening is being required of all employees and students that will physically be at a work site:

- a. Students or employees that fail passive screening shall remain at home.
- b. Unit members who begin to feel ill while at work on site, should screen themselves again. If they fail passive screening at that time, they must go home and shall not use a personal leave day for that day, but appropriate leave time will be used thereafter if needed.

14. Ventilation and Filtration:

- a. The parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19; especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. Our HVAC systems meet the guidelines as specified by the American Society of Heating Refrigerating Air Conditioning Engineers (ASHRAE) which includes the required air exchanges. VUSD HVAC meets the Federal and State guidelines for fresh air exchanges in the room.
- b. All locations with functioning windows shall keep them open depending on weather, temperature, and/or air quality conditions.
- c. Employees are requested to report suspected non-operational ventilation systems to the site Principal or supervisor.
- d. All reported ventilation systems shall be investigated on site within one (1) work day of the report. If necessary, repairs will be started as soon as possible to correct a system that is not working properly.
- e. Rooms or buildings/offices with non-operational ventilation systems shall have all employees and students relocated until the ventilation system is working.

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.
- 3. All unit members working in the In-Person/Hybrid model will be on site. Unit members working in this model will have the option at their own discretion, of working off-site during the afternoon hybrid portion of

instructional time.

4. Members who are Tier 1/II for established medical reasons cannot work at a school site. They shall contact VUSD technology for support for distance learning.

**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 will be in full effect for the 2020-2021 school year.
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 for all unit members in the 2020-2021 school year. The ten (10) work day COVID leave that expires on December 31, 2020 is available up to that time to those employees that either test positive for COVID-19 or who have been exposed or need to quarantine for fourteen (14) days.
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 will be in full effect for the 2020-2021 school year.
2. The District, through Human Resources, has collected the names of bargaining unit members with special circumstances through completion of an Opt Out Request Form for those who are interested in a distance learning only assignment for the remainder of the 2020-2021 school year. Distance Only Assignments will be approved commensurate with the number of student requests for Distance Learning-Only, specific program and student need, and will be in accordance with the established tier system, with Tier 1 receiving the highest priority.
3. Members who are transferred to a different site due to COVID will be returned to their home site at the beginning of the 2021-22 school year (based on student enrollment per site, district staffing protocols, etc.). A members' 'home' site is the site they were assigned to at the beginning of the 2020-2021 school year.

**G. Expectations of Bargaining Unit Members in both Distance and In-Person/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 and per the recommendation of the Distance Learning Committee;
  - 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.
  - i. For the elementary grades, teachers will be assigned to either hybrid or distance learning. No teachers will be required to teach BOTH the distance learning and hybrid/in-person schedule. Members who choose to volunteer to teach both hybrid and distance learning shall be allowed to do so.
  - j. For SDC teachers in elementary grades, teachers who are teaching more than three grade levels for special education shall receive a planning stipend of \$75/month.
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 Only 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. In the VUSD In-Person/Hybrid instructional 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.
3. Revised Distance Learning Plans will be developed in accordance with State and Federal law to document the execution of Special Education service delivery for all instructors, providers and families in each iteration of progressive return.
4. 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 the combination of distance and in person learning.
5. All IEP's shall be scheduled and held as normal. The District shall hold all IEP's, 504's, SST's, remotely, however there may be special circumstances where some participants are attending in-person.
6. Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional settings.
7. 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.
8. 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 designated assessment space at a time and/or can be completed outdoors (weather permitting).
  - 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

physical 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.

9. 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 and/or can be completed outdoors (weather permitting).

c. Personal Protective Equipment will be provided due to close proximity between assessor and student.

d. The District shall provide a safe space for the student assessment, which will include the recommended social physical 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:**

1. Definition: A combination of online and in-person instruction
2. Hybrid Schedule: It is the interest of both parties to review the models recommended by the District Learning Committee. The District Learning Committee's recommendation will be reviewed by Executive Cabinet, VUEA and the Board of Education.

**J. Professional Learning:**

1. Professional Learning days for the 2020-2021 school year were provided by the District in August 2020 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 and best practices in hybrid instruction.
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 physical distancing, mask wearing, and other health safety and procedural practices.
3. Effective use of instructional practices and engagement strategies when working in the Distance Learning and In-Person/Hybrid Learning Models.
4. How to effectively build connections with and between students, and support students social-emotional needs (including trauma informed education overview) in the Distance Learning and In-Person/Hybrid models.
5. Other applicable trainings if needed and as determined by the district.
6. Trainings held outside of the contracted workday will be compensated.

L. Each site will maintain the maximum room capacity information (based on current guidelines) in the main office. California Department of Education, California Department of Public Health and Ventura County Public Health guidelines will be followed regarding physical distancing of students from students and teachers from students during

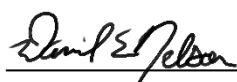
the 2020-2021 school year. Required physical distancing shall be maintained whenever possible and/or as required by law. Cohorts and small groups may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc.).

- 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 and weather permitting.
- 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.
- T. There shall be two work days (already calendared work days) for members before students return to the sites to allow for training, realigning students, curriculum, classroom set-up, staff meetings, etc.


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 be reviewed by both parties together 14 days after the start of in-person instruction and modified if required.
- 4) This MOU shall not be precedent setting nor form any basis for a past practice.

Agreed to this 20<sup>th</sup> day of November, 2020

  
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Dan Nelson VUEA, President

  
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Mike Malone  
VUEA, Chief Negotiator

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Dr. Jeff Davis  
VUSD, Chief Negotiator

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Rebecca Chandler  
VUSD, Co-Negotiator