

**VENTURA UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA UNIFIED SCHOOL DISTRICT
AND
VENTURA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21 SCHOOL YEAR

August 11, 2020

The Ventura Unified School District ("District") and the Ventura Education Support Professionals Association ("VESPA"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools for the 2020-2021 school year.

As of the date of this MOU, 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 recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its staff. Measures will be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s)/worksites on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. 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.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

1.0 Distance Learning

- 1.1 Definition: Online instruction with teachers, paraeducators, service and support staff (e.g. OT's, COTA's, Interpreters), and students in different locations.
- 1.2 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).

2.0 Hybrid Learning

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

3.0 Health & Safety

- 3.1 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and the County Public Health Department.
- 3.2 Article 38 (Safety) (38.1) "The District shall conform to and comply with all health, safety and sanitary requirements or regulations imposed or adopted under local, state or federal law. The District shall maintain safe and healthy working conditions as defined in these laws and regulations."
- 3.3 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 all district sites
 - b. While on all district sites (except when eating or drinking)
 - c. While leaving all district sites
 - d. While on a school bus
- 3.4 Staff members are expected to regularly wash their hands and use hand sanitizer when at district sites; supplies to be provided by VUSD.
- 3.5 Staff members are expected to maintain required social distancing when at district sites.
- 3.6 Time spent in close proximity shall be minimized to the extent possible.
- 3.7 Daily (M-F) cleaning and disinfecting will take place at all district sites.
- 3.8 Appropriate 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. Notification to the Association President shall be made within 24 to 48 hours after the District receives notification. This notification can be made via email.
- 3.9 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
 - c. Non-classroom work-areas and office areas shall be provided hand sanitizer
 - d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible if running low. All sanitizers will be checked and refilled as needed nightly.
- 3.10 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 staff 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).
- 3.11 The District shall structure all work assignments to minimize as much as possible the number of total contacts for all people at a school or worksite.

- 3.12 The following guidelines and directions are being provided as we move forward and return to our work sites.
- Supervisors have been asked to make sure the social distancing protocols and stay well at home postings are in place and posted, including in all breakrooms. Those posting are also attached for your reference (we can attach as an appendix).
 - Please note, all employees are expected to self-monitor any symptoms they might be experiencing. If you have a fever, or don't feel well, please stay at home. (Please refer to the CDC self-monitoring advice attached.) HR is available to assist employees in answering any questions about leave time available, and employees may check their leave balances by referring to their paystubs or logging into the employee portal.
 - Arrangements have been made with Facilities or site custodial to have bottles of disinfectant available in breakrooms and where needed/requested for employees to clean high use, common areas or personal work spaces. (Employees are not expected to clean areas normally addressed by custodial.)
 - Supervisors will be communicating with their assigned staff to let them know the expectations of returning to work on-site.
 - If an employee is unable to return to work, the employee must communicate this to their supervisor AND inform Human Resources. HR will then work with the employee, along with the supervisor, to explore leave options or accommodations that may be possible.
 - At this time, we have instituted a no sharing or bringing in of food for others, putting food out on the breakroom table, etc. practice.
 - Employees are reminded not to gather in the breakroom, and to schedule breaks at different times.
 - Employees are encouraged to use the restroom when no one else is inside *if possible*.
 - If an employee would like a re-usable mask, please email Eric Reynolds or Jodie Argueta in the Risk Management Department.
eric.reynolds@venturausd.org OR jodie.argueta@venturausd.org
 - It is important that all employees practice social distancing, even if wearing a mask.
 - If employees have any concerns about their work area, they should contact their supervisor or Risk Management. Employees need to be set up at least 6 feet from each other, or may temporarily be moved to another desk/location where this can be accomplished.
 - For departments that interact with members of the public on a routine basis, we encourage the department teams to work with one another to determine how best to control the flow of traffic to maintain proper social distancing. Some ideas include: if you have scheduled an appointment with an individual, meet them in the front lobby area, and walk them to the meeting location; remove tables from your waiting room areas; place X's or a piece of paper on the floor area indicating where you would like customers to wait to be helped.
 - Plans are already in place to have plastic guards installed on the office counters that serve a high volume of our community members and employees.
 - Employees are reminded that they can social distance while in the office by calling or e-mailing others in the office instead of having in-person conversations.
 - If employees want to complete online training on COVID-19 or desire more information they should contact Eric Reynolds, Director of Risk Management, eric.reynolds@venturausd.org. Mr. Reynolds can sign the employee(s) up for online training that can be completed on the employee's own time at their convenience. There are three trainings available: 101- What You Need to Know about COVID-19; 102- Preparing Your Household; and 103 – Managing Stress and Anxiety. Each module is approximately 15 minutes.

- 3.13 HVAC system filters are changed per a set schedule and manufacturer's recommended guidelines.
- 3.14 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.
- 3.15 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in this section.

4.0 Meetings and Gatherings

- 4.1 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.

5.0 Days and Hours (breaks)

- 5.1 The Parties agree, that during this pandemic there is a need for increased flexibility in the scheduling of work hours. Unit members shall report to work according to the bargaining unit member start time in the CBA, individual contract, or consistent with past practice. If there is a need for adjusted work hours, the District and VESPA will consult on a case-by-case basis to review the needed changes in scheduled work hours. Bargaining unit members may be required to adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in job assignments prior to COVID-19.

6.0 Leaves of Absence

- 6.1 All provisions of the current CBA are in full force and effect. Articles covering leave of absence include: Article 27 (Sick Leave); Article 30 (PNL); Article 31 (Leaves of Absence Without Pay); Article 23 (Vacation); and Article 29 (Additional Sick Leave).
- 6.2 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.
- 6.3 Bargaining unit members have a right to all legally applicable leaves. Contract, Personnel Commission Rules & Regulations (PCRR), 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 the CBA, PCRR's, Board policy, and contact Human Resources for more information.

7.0 Transfers and Assignments

- 7.1 The parties agree that in an effort to keep employees employed and engaged in meaningful work, some bargaining unit members whose assignments are deemed unnecessary during these irregular times will be reassigned to work outside of their normal class or classification. Employees who are reassigned will be provided the necessary and required information and training to carry out the duties and responsibilities of the assignment. The District agrees to meet with VESPA representation through the Labor/Management Consultation process to discuss the repurposing and/or reassignments, and the steps to do so.
- 7.2 For unit members that are needing to be repurposed and assigned to work outside their normal class or classification during this time on a temporary basis, as a means to keep employees employed and engaged in meaningful work, unit members will continue to be paid their current rate of pay.

If the need exists for unit members to work in a repurposed assignment beyond the end of the first semester or when the distance learning model ends, then the parties agree to revisit the issue of working out of class pay for the affected unit members.

- 7.3 The Parties agree that if the District is able to or plans to maintain some unit members working remotely, the following procedures shall apply:
- a. Article 34 (Transfers) in the CBA.
 - b. 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.

8.0 Evaluation

- 8.1 All contract language in Article 36 (Evaluations) remains the status quo for the 2020-2021 school year.
- 8.2 The District understands that Distance Learning and Hybrid Learning are new instructional delivery models for the bargaining unit members. To prepare for this the District will provide unit members with significant training and orientation time 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.
- 8.3 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.
- 8.4 For permanent bargaining unit members, the period of time from the start of the school year through September 30, 2020, district evaluators will value the growth of the unit members they are evaluating in order to allow time for bargaining unit members and administrators to adjust to the realities of the new paradigm. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

9.0 Work Schedules

- 9.1 Article 11 (Hours) is in full force and effect.
- 9.2 Daily work schedules shall be provided by the bargaining unit member's supervisor.

10.0 Special Education

- 10.1 In the VUSD distance/hybrid learning model unit members who are special education classified employees, 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.
- 10.2 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.
- 10.3 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.
- 10.4 Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional settings.

- 10.5 Unit members who are related service providers and support professionals, such as but not limited to School Occupational Therapists, COTA's, Educational Sign Language Interpreters, etc., 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 applicable 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.
- 10.6 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. OT's and applicable support 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.
- 10.7 The Special Education Department in collaboration with the Paraeducator Sub-Committee, will establish the role and expectations for the Paraeducators and other related service providers, and communicate this information to them. In addition, the District will work with these employees to address their technology needs and provide them with access needed to perform their duties. The District will make arrangements to train these employees as required to fulfill their role and expectations.
- 10.8 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.

11.0 Training

11.1 Applicable trainings will be provided to bargaining unit members based on their classification and/or repurposed assignments as needed and determined by the District. Health and safety training topics will include proper hygiene, cleaning and disinfecting protocols, physical distancing, PPE, screening, symptoms, and what to do if a bargaining unit member does not feel well, as well as how to protect yourself and others.

12.0 Access Limitations

12.1 The District will continue to work to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

13.0 Communication

13.1 The District has and will continue to post information and guidelines regarding school closures/re-openings on the district website.

14.0 Reserve Right To Further Negotiate

14.1 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.

15.0 Duration

15.1 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, including but not limited to 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.

15.2 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.

15.3 This MOU shall not be precedent setting nor form any basis for a past practice.

Agreed to this 11th day of August, 2020



Carol Peek
VESPA, President



Jeff Oags
VUSD, Chief Negotiator



Margaret Parsadanyan
VESPA, Chief Negotiator



Andrea Crouch
VUSD, Resource Support



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