

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
Amended November 30, 2020

The Ventura Unified School District (“District”) and the Ventura Education Support Professionals Association (“VESPA”), jointly known as the Parties (“Parties”) enter into this amended Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools for the 2020-2021 school year, which involves the return to In-Person instruction, with an added Hybrid learning component.

As of the date of this MOU, the Parties recognize the need to customize the In-Person/Hybrid 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.

When the District returns to In-Person instruction/Hybrid learning, the Parties agree to the following amended sections below:

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 and/or the In-

Person/Hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks (Monday-Friday).

2.0 In-Person/Hybrid Learning

2.1 Definition: A combination of online learning 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/or the County Public Health Department (VCPH).

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/Masks: are required to be worn properly at all times by all individuals on a school campus, and within District offices/departments. When physically distanced in a classroom or work space alone, employees may remove their masks. In addition, face coverings are required to be worn properly at all times by all individuals outdoors, as recommended by state, county public health guidelines, and/or VUSD Board of Education. This applies to all staff, all students (over 2 years old), all administrators, and any visitors on campus.

Employees

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

Those wearing a face shield must also wear a mask. Prohibited masks/face coverings are bandanas, gaiters, masks with external valves and face shields only.

Students

For students who do not comply with wearing masks, school sites will follow progressive discipline per District policy. In cases where students have a documented medical reason for NOT wearing a mask parents, principals, teachers, nurses and classified support staff will work collaboratively to address additional needs for protection of staff and students. If a safe solution cannot be implemented these students will be assigned to a distance learning classroom.

3.4 All persons are expected to regularly wash their hands and use hand sanitizer when at district sites; supplies to be provided by VUSD. Site members may request additional PPE and supplies from office staff.

3.5 All persons shall maintain required physical distancing (six (6) feet minimum) when at district sites, (indoors and outdoors, when practicable).

- a. All reasonable care shall be taken by the VUSD and the site administration/department supervisor(s) to maintain six (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, etc.) it may be that students or staff may be closer than six (6) feet.
 - b. 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 bargaining unit members and student workspaces, and between all employee workspaces.
- 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. There will be a daily cleaning checklist posted in bathrooms, classrooms and office areas that will be monitored on a weekly basis by an assigned supervisor to ensure sanitizing guideline compliance.

The following cleaning protocols shall be implemented at sites and offices:

- a. Bargaining unit members who are not responsible for cleaning as outlined in their job description shall not be mandated to clean, sanitize or disinfect (this does not apply to bargaining 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), however supplies will be provided to bargaining unit 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 prior to return to in person instruction and may be taken via an on-line module during their assigned work hours whenever possible, or will be compensated accordingly if outside of the unit member's regular work hours. Risk management will work with department/site administrators to provide an in-person or virtual training opportunity for these unit members.
 - 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, office areas, etc.) will be cleaned at minimum twice daily, at or about noon and again in the evening.
 - c. High touch areas on 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.
- 3.8 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, sites and potentially the District due to positive COVID-19 tests. If this is a classroom, the students and assigned classified support staff 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 workdays of leave – separate from the employee's regular sick leave time). This leaves expires on December 31, 2020.
 - c. Members who test positive for COVID who have been assigned to Distance Learning (i.e. Paraeducators, Behavior Support Assistants, etc.) shall be able to choose to continue working in isolation.
 - d. Unit members including the Facilities department, 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 (including on-site daycare facilities). In accordance with AB685, 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. The District will post the school/office closure date and reopen date on the District website.

- e. The site principal/department manager shall communicate the close and reopen dates to each employee at the work site via district email.
 - f. The VUSD COVID-19 Testing Manager will:
 - Ensure that all employees are tested for COVID-19 as required per CDPH and VCPH.
 - Maintain an active database of all employees tested (including date tested, result of test, etc.)
 - Provide a testing update to the site principals and work site managers to be communicated to employees on a bi-weekly basis (via email).
- 3.9 Per current VCPH guidelines regarding COVID-19 testing:
- a. District employees will be tested up to four times during the 2020-2021 school year.
 - b. The District will compensate employees in advance for 2.5 hours (at the bargaining unit member's regular hourly rate), for each required test.
 - 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. The district shall consider implementing onsite COVID testing accessible to unit members.
- 3.10 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 if running low. All sanitizers will be checked and refilled as needed nightly.
- 3.11 Each site will maintain the maximum 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 staff 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.)
- 3.12 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.
- 3.13 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 workspaces. (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 socially 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.

3.14 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) workday 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.
- 3.15 Passive Screening (defined as following the District's self-screening questionnaire which includes temperature taking prior to arrival at their work site) is being required of all employees and students that will physically be at a work site:
- a. Students or employees who 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 use appropriate leave time.
 - c. Temperature taking shall be required of all elementary students prior to entering a school site and/or getting on a school bus.
 - d. The district may provide an additional staff member on bus routes to assist with supervision, temperature taking and compliance of health and social distancing guidelines as needed in accordance with local, state and federal guidelines.
- 3.16 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 the CARE (COVID Appraisal, Response and Evaluation) area on site pending travel home or to a medical facility. Unit members assigned to monitor the CARE area shall be required to wear appropriate PPE provided by the district. Unit members shall be trained on appropriate physical distancing, use and disposal of PPE in order to minimize exposure to others on site.
- 3.17 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
- 3.18 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 in the 2020-2021 school year. The ten (10) work days COVID leave that expires on December 31, 2020 is available up to that time to those employees who either test positive for COVID-19 or who have been exposed or need to quarantine for fourteen (14) days.
- 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, has collected the names of bargaining unit members with special circumstances through completion of a Special Circumstances Notification Form for those who are interested in a distance learning only assignment for the remainder of the 2020-2021 school year. Distance Only Assignments for instructional support staff will be approved commensurate with the number of student requests for Distance Learning-Only. The District will facilitate these requests based on student enrollment in distance learning-only, specific program and student need. Bargaining unit members with COVID related health conditions or identified as being high risk due to COVID will receive the highest priority.

Bargaining unit members who are extended an accommodation to work in a Distance Only Assignment must be able to complete 100% of their assigned job duties as determined by their supervisor.

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.
- 9.3 Repurposing or temporary relocation: Whenever practicable, the district shall make reasonable efforts to maintain a "bubble" for staff groups when temporarily repurposing or reassigning a unit member. If possible, unit members shall remain at one site for their full shift to minimize unnecessary contact/exposure to unit members at their home sites.

10.0 Special Education

- 10.1 In the VUSD Distance Only 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 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.
- 10.3 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.
- 10.4 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.

- 10.5 Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional settings.
- 10.6 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.
- 10.7 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. 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.
- 10.8 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.
- 10.9 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 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.

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.
- 11.2 Pre-approved trainings held outside a bargaining unit members' regularly assigned daily hours will be compensated for the training time at the bargaining unit member's regular hourly rate of pay.

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

Agreed to this 30th day of November 2020



Carol Peek
VESPA President



Dr. Jeff Davis
VUSD, Chief Negotiator



Felix Cortez
VESPA, Chief Negotiator



Rebecca Chandler
VUSD, Chief Negotiator



Jackie Lopez
VESPA, Chief Negotiator