

**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  
Second Amendment March 29, 2021**

The Ventura Unified School District (“District”) and the Ventura Education Support Professionals Association (“VESPA”), jointly known as the Parties (“Parties”) enter into this second 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 implement In-Person, Hybrid and/or Distance Learning 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 federal, 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 shall 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 the time, best practices, and the practical realities of managing school operations.

Unless otherwise noted below, the provisions of this second amended MOU shall supersede any provisions of the Collective Bargaining Agreement, the MOU dated August 11, 2020 and the amended MOU dated November 30, 2020 between the Parties that are in conflict for the duration of this second amended 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 second amended MOU, the MOU dated

August 11, 2020 and the amended MOU dated November 30, 2020. 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 and/or Distance Learning, the Parties agree to the following:

### **1.0 Social Distancing**

Ventura Unified School District shall follow the Center for Disease Control/California Department of Public Health/Ventura County Public Health's current and on-going guidance on social distancing between students, members, and all adults.

### **2.0 Stipends**

Eligible unit members shall receive the following stipends:

- a. Eligible unit members shall receive \$450 per month for 5 months who worked in-person at an elementary site  
Eligible unit members include: Bus drivers, technology staff assigned to work at a school, trades & grounds crew members, unit members on bus assist, secondary FNS and custodians and any other unit member assigned to an in-person site.
- b. Eligible unit members shall receive \$450 per month for 2 months who will work at a secondary site commencing April 12, 2021.
- c. Unit members not listed above shall be eligible for a \$450 one-time stipend, excluding employees working from home or on paid or unpaid leave of absence.
- d. Unit members shall be eligible for a \$525 one-time stipend for Summer School. Eligible unit members are unit members who have been hired for summer school positions prorated based on the total number of weeks worked of the possible eight (8) week summer session.
- e. ~~Stipends shall be based on the unit member's assignment as of April 12, 2021. The District shall reassess unit members who have assignment changes after April 12, 2021. Stipends shall be reevaluated based on number of days in their assignment. Stipends shall be paid monthly.~~

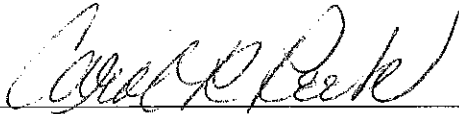
### **3.0 Duration**

- a. 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 shall 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.
- b. This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties excluding section 2.0 (d) which shall terminate no

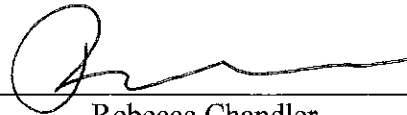
later than August 18, 2021. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

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

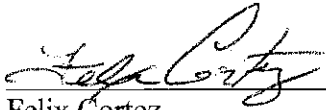
Agreed to this 29<sup>th</sup> day of March 2021



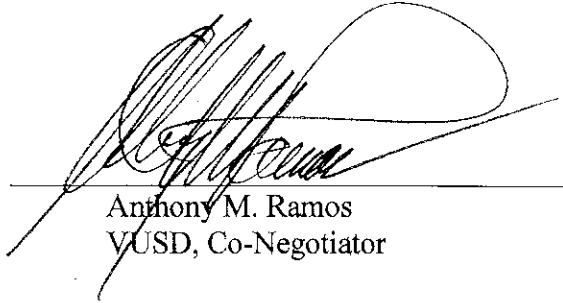
Carol Peek  
VESPA President



Rebecca Chandler  
VUSD, Chief Negotiator



Felix Cortez  
VESPA, Chief Negotiator



Anthony M. Ramos  
VUSD, Co-Negotiator