

MEMORANDUM OF UNDERSTANDING
Between
The Victor Valley Union High School District
And
The Victor Valley Teachers Association

Addressing the COVID-19 Pandemic and the Full Reopening of Schools (Return to In-person instruction)
and
District Operations for the 2021-2022 School Year

This Memorandum of Understanding (MOU) is entered into between the Victor Valley Union High School District (District) and the Victor Valley Teachers Association (VVTA) concerning the District's response to the coronavirus (COVID-19) pandemic and the reopening of schools and District operations for the 2021-2022 school year.

The District and VVTA recognize the importance of maintaining safe facilities and operations, for the benefit of the students, staff and communities served by the District. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic. The District and VVTA understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary. At the July 16, 2020 Board Meeting, the VVUHSD Board of Education adopted the VVUHSD Reopening of Schools Continuum Plan (see attached) that consists of five phases. At the March 18, 2021 Board Meeting, the VVUHSD Board of Trustees took action to approve the District's plan that directs all VVUHSD employees to return to work onsite effective April 5, 2021.

CDPH Guidelines (updated 7/12/2021):

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx>

CDC Guidelines (updated 7/9/2021):

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html>

CDC Recommendations for Fully Vaccinated Individuals (updated 7/28/2021):

https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html#anchor_1619526673330

The District and VVTA agree as follows:

1.0 Definitions:

1.1 "Common Space" - is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

1.2 "Face Coverings" - cloth face coverings or masks as recommended by federal, state, and local public health guidance. For staff who come into routine contact with others, CDPH recommends the use of disposable 3-ply surgical masks, which are more effective than cloth face coverings.

1.3 "Hand Sanitizer" - this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC, CDPH and FDA Advisories.)

1.4 "Personal Protective Equipment" - this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or

Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

1.5 "Outbreak" At least three Covid-19 cases within a 14-day period in people who are epidemiologically-linked in the setting, are from different households, and are not identified as close contacts of each other in any other case investigation.

1.6 "Unsafe Behaviors" - Behavior by adults and students that increase the risk of spreading COVID-19 to others. These behaviors could include, but are not limited to, repeatedly defying established check in procedures, not wearing PPE appropriately, spitting or otherwise spreading bodily fluids, running from supervising adults, repeatedly breaching the social distancing guidelines as per CDC, CDPH, and SBDPH etc.

2.0 Safety:

2.1. The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law; governmental order; Board Resolution; directives of the County, State or Federal health departments; the applicable collective bargaining contract; board policies; and/or administrative regulations. VVTA and the District agree that in the event of changes in guidelines, requirements or laws enacted by CDPH, CAL OSHA, local, state, or federal governmental agencies, that the District will align and abide by those laws.

2.2 Meetings of any kind may be held virtually, when possible. In the event the District needs to hold in-person meetings, it shall adhere to CDPH Guidelines.

2.3 In the event of a school closure, unit members shall be provided notice as soon as possible. If a change in the instructional model is needed the district shall provide planning time as needed prior to implementing the new instructional model. Any effects of such implementation shall be negotiated between the District and the Association. The District will review safety protocols and provide safety training as needed.

2.4 The District shall notify the Association (within 24 hours) when an outbreak occurs as required by law. The District shall follow the Governor's current mandates and California Department of Public Health Guidelines with regards to closures. If closure is recommended the District and Association shall meet to bargain the impact and effects of the closure as soon as possible.

2.5 The district will ensure that staff and students are informed and educated on symptom checking and know to stay home if they are exhibiting symptoms of illness or COVID 19.

2.5.1 In the event that a student is exhibiting symptoms consistent with COVID 19 the teacher will direct that student to the office, or designated location.

2.6 COVID testing shall be available for all Bargaining Unit Members as recommended by the CDC and CDPH at no cost to the member. The District shall provide Bargaining Unit Members with testing locations, dates and times as available and hours of operation.

2.7 District will adhere to all applicable COVID-19 guidelines issued by Occupational Safety and Health Administration "OSHA", the Center for Disease Control "CDC", and the California Department of Public Health "CDPH", including the health and safety provisions in the document titled K-12 Schools Reopening and Guidance. The District may provide additional protocols to ensure the health and safety of staff and students.

- A. VVUHSD will follow CDPH Guidelines on face coverings. Face coverings will be made available to Unit Members. Face coverings are required and must be worn properly in accordance with CDPH guidelines. In-lieu of using a District-provided face covering, Unit Members may bring their own face-covering as long as the face-covering complies with public health guidelines. Under current guidelines, neck gaiters and masks with valves do not meet requirements (re: 1.2)

2.7.1 Bargaining Unit Members will report repeated noncompliance, unsafe behaviors, or lack of

adherence to properly wearing face coverings and following other CDPH guidelines to the site administrator or designee. Any student or staff member who refuses to wear a face covering or adhere to other CDPH guidelines shall be referred to the site administrator.

2.7.3 Hand sanitizer/soap: The District shall provide the following:

- a.** Every room with a sink shall be stocked with soap, and hand sanitizer. As well as paper towels, if applicable.
- b.** Every classroom shall be provided hand sanitizer, and surface sanitizing wipes; or bottles with sanitizing solution and paper towels.
- c.** Non-classroom workspaces shall be provided hand sanitizer;

2.7.4 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked daily and restocked immediately as needed and prior to the beginning of each day. Bargaining Unit Members shall monitor their supplies and notify the site administrative assistant, or designee, in advance to expedite the replenishment of hand washing/hand sanitizing supplies.

2.8 The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected according to CDPH guidelines.

2.8.1 Bargaining Unit Members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

2.8.2 Staff restrooms shall be cleaned, disinfected and restocked as needed. Bargaining Unit Members shall monitor the supplies and notify the site administrative assistant, or designee, in advance, to expedite the replenishment and/or cleaning of the restroom.

2.9 Decontamination of classroom spaces and staff workspaces shall be completed after notification of a positive COVID-19 case according to CDPH guidelines. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, or administrators.

2.10 If an individual tests positive for COVID-19, the District will follow OSHA/CDC/CDPH guidelines. The District will share the positive results and actions taken to decontaminate the room with the Association President.

2.11.1 Anyone who is symptomatic shall be isolated and sent home per CDC and CDPH guidelines.

2.11.2 The safety provisions in this MOU will be included in the Injury Illness Prevention Program (IIPP). A weekly communication system with the Association president will include unsafe conditions related to COVID-19.

2.12 All Unit Members who may have come in contact with the infected individual(s) shall be notified and District protocols will be followed. All protocols will be communicated to district staff. The District shall notify the Association President of the location(s) where the infected Unit Member(s) was present on the school premises during the suspected incubation/active infection period and the actions taken to disinfect the exposed worksite location(s) as required by law.

2.13 District will have a process in place for tracking and tracing COVID-19 positive cases.

2.14 Classrooms will be equipped with sufficient technology supports, as needed, for students to use while on campus. This will include, but is not limited to, extension cords and cord covers used in regulation with safety standards to reduce trip hazards. In addition, signage will be provided to assist in hand washing protocols for staff and students, signs and symptoms of COVID-19, and to minimize the sharing of materials.

2.15 Bargaining Unit Members will be provided the opportunity to request an ADA Accommodation Meeting with Union representation.

2.16 The district shall maximize ventilation in rooms and follow CDPH and CAL OSHA guidelines which may include providing air purifiers with Hepa filtration in the classroom and/or Bipolar ionization units in the ventilation that meet CDC, CDPH and OSHA guidelines.

- a. To increase airflow in classrooms and offices, Bargaining Unit Members shall be allowed to open doors and windows when practicable.
- b. If a Bargaining Unit Member is having an adverse reaction to a Bipolar Ionization Unit in their room, upon the Bargaining Unit Member's request the Bipolar Ionization Unit will be removed/deactivated and the District will implement a solution as recommended by the CDC, CDPH and CAL/OSHA, such as but not limited to an upgraded HVAC filter, (or) a portable Hepa Filtration Unit, (or) other safe solutions.

2.17 In the event the state requires the District to add additional school days to the 2021-2022 school year or the following school year and should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate.

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

2.19 This MOU is effective August 5, 2021, through June 30, 2022 and sunsets June 30, 2022. Should the need for this MOU be extended or to change the terms beyond June 30, 2022, the parties may mutually agree to extend or modify this MOU at any time.

It is agreed that the parties understand the Coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary. The parties reserve the right to negotiate the impacts and effects of any additional models that impact the 2021-2022 school year. This MOU shall expire in full without precedent on June 30, 2022, unless extended by mutual written agreement.

Anita C. Tucker

Aug 4, 2021

Anita Tucker
VVTA President

Date

Ramiro Rubalcaba

Aug 4, 2021

Ramiro Rubalcaba
VVUHSD Assistant Superintendent

Date