

**MEMORANDUM OF UNDERSTANDING
CORONAVIRUS (COVID-19) PANDEMIC**

March 26, 2020

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. On March 5, 2020, Governor Newsome declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District made the decision to close school from March 16, 2020 through March 20, 2020 sending all students and employees home. During this weeklong closure the District made the decision based on an Executive Order from the Governor and new legislation SB 117 to pay all employees during this weeklong closure. The week of March 23, 2020 to March 27, 2020 was a regularly scheduled Spring Break.

The District and VVTA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. 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.

To these ends, the District and VVTA agree as follows:


1. The District will inform VVTA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students utilizing District facilities. It is understood that privacy rights under the Health Insurance Portability & Accountability Act (HIPPA) and Confidentiality Medical Information Act (CMIA) will be maintained.
2. The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. VVTA will cooperate with the District in any necessary public health actions including, but not limited to, those actions recommended by federal, state, and local departments of public health.
3. In the event a VVTA unit member is exposed to COVID-19 or becomes ill with COVID-19, sick leave will be granted as afforded by law and as applicable to any other illness leave. Leaves will continue to be utilized by employees as required by law and the collective bargaining agreement for reasons such as but not limited to illness and personal necessity.

4. The parties agree that the District has the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened at any point in time after closure. In the event any District facility is closed, or any District operations are curtailed due to the COVID-19 pandemic, unit members will not suffer any loss of pay or health and welfare benefits relative to their regular work schedules for the period of closure or curtailment as required by law, unless the employee has exhausted all available leaves, is in unpaid status or the Governing Board has taken action to immediately suspend without pay and/or dismiss an employee from District service.
5. Unit members shall continue to perform their assigned work remotely with Google Classroom being the primary platform and enhanced with other platforms such as, but not limited to, ZOOM, APEX, ACCELLUS and Google Hangout. This list is subject to change and the district will inform VVTA of any additions. Unit members may be required to report onsite as needed with reasonable accommodations provided by the District. During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100.
6. Evaluations shall be postponed until further notice for the duration of the school closure.
7. Unit members who have been teaching on their prep periods and are still assigned the extra class during school closures shall still be paid according to language in Article 3.6, "Teaching Additional Periods" as part of "Extra Duty Assignments" of the CBA.
8. All stipends shall be paid in full to all unit members who have been assigned those duties in Article 3, "Extra Duty Assignments" of the CBA, whether those duties have been completely fulfilled or not.
9. 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.
10. In the event the state requires the district to add additional school days to the 2019-2020 school year or the following school year, the parties agree to meet and negotiate.
11. The District shall make reasonable efforts as afforded by law to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure.

12. This MOU shall not be precedent setting nor form any basis for a past practice.
13. This MOU is effective March 26, 2020, through June 30, 2020 and sunsets June 30, 2020. Should the need for this MOU to be extended or change the terms beyond June 30, 2020, the parties may mutually agree to extend or modify this MOU at any time.

This Memorandum of Understanding is subject to approval by the Victor Valley Union High School District governing board

Dated: 03-26-2020

By: 
Ramiro Rubalcaba, Assistant Superintendent, HR

Dated: 03-26-2020

By: Mike Mayo (Digital Signature)
Mike Mayo, VVTA Chief Negotiator

Dated: 03-26-2020

By: Jared Nichols (Digital Signature)
Jared Nichols, VVTA Representative