

Ventura Unified School District

School Re-opening Update

March 23, 2021



For the future of every student

Whats New Since March 9?

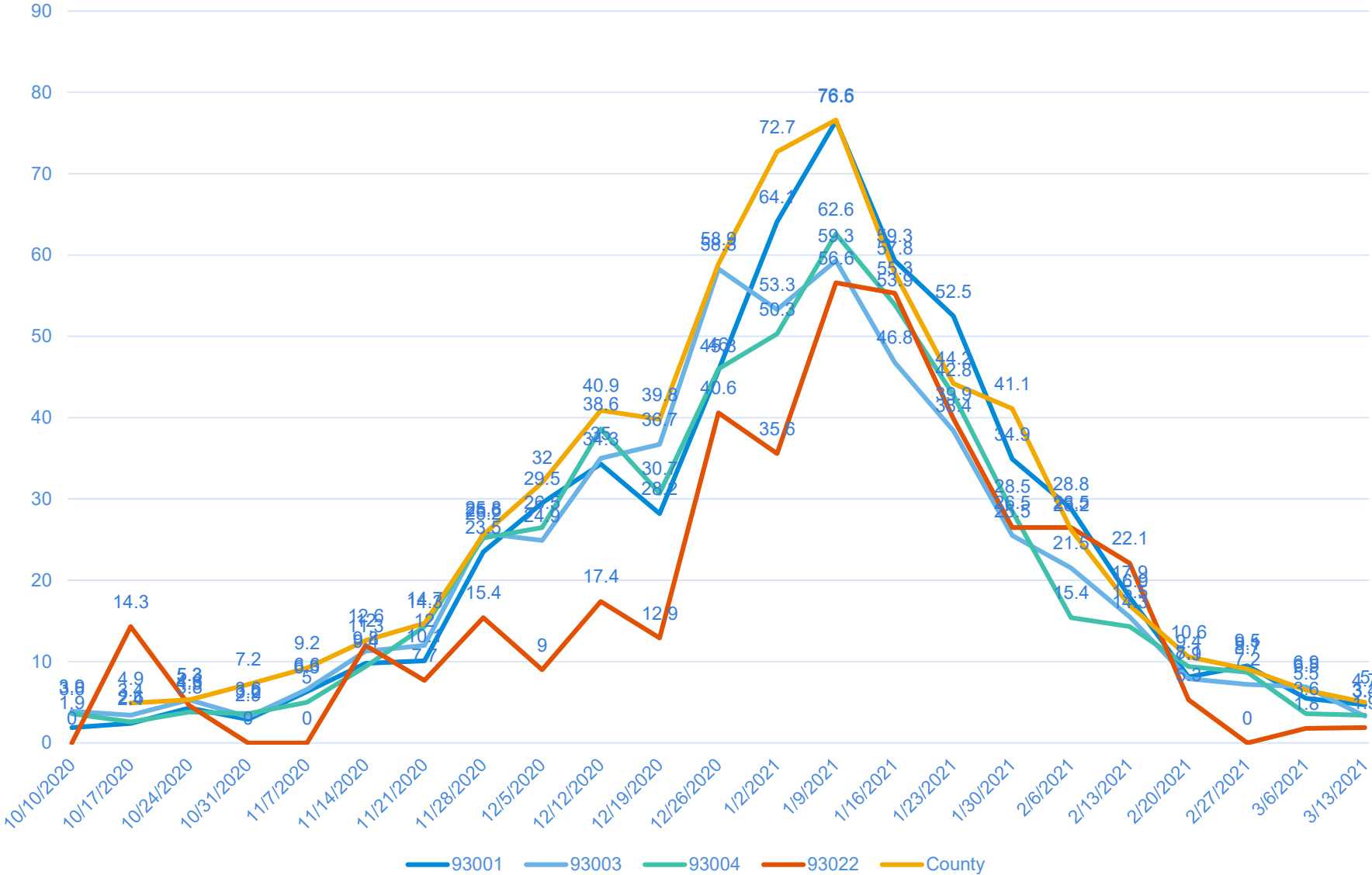


For the future of every student

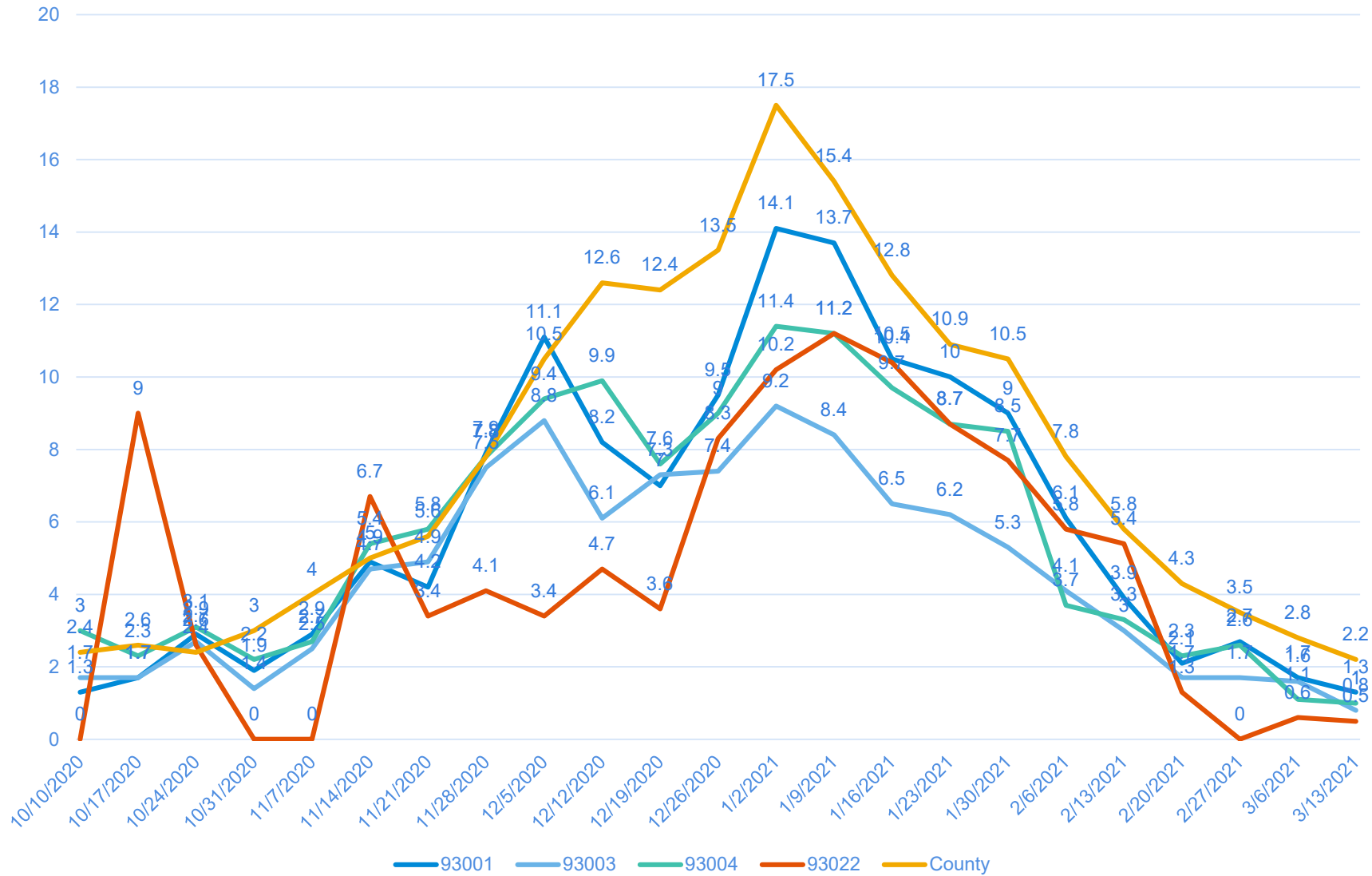
Blueprint Metrics Ventura County_Week End March 13th

City/Zip	7 Day Average Case Rate for Week Ending March 6th w/ Adjustment	7 Day Average Case Rate for Week Ending March 13th w/ Adjustment	7 Day Average Positivity Rate for Week Ending March 6th	7 Day Average Positivity Rate for Week Ending March 13th
91307 - Bell Canyon*	0	0	0.0%	0.0%
91320 - Thousand Oaks/Newbury Park	5.1	3.6	0.8%	0.5%
91360 - Thousand Oaks	3.9	5.2	1.1%	1.5%
91361 - Thousand Oaks/Lake Sherwood/Westlake	2	2	0.9%	1.0%
91362 - Thousand Oaks/Westlake	1.9	2	0.6%	0.6%
91377 - Oak Park	2.1	0.7	0.4%	0.2%
93001 - Ventura	5.5	4.7	1.7%	1.3%
93003 - Ventura	6.9	3.3	1.6%	0.8%
93004 - Ventura	3.6	3.4	1.1%	1.0%
93010 - Camarillo	5.7	4	1.6%	1.1%
93012 - Camarillo/Santa Rosa Valley	5.4	3.9	1.8%	1.1%
93015 - Fillmore	8.1	5	2.6%	1.8%
93021 - Moorpark	7.2	4.9	2.3%	1.5%
93022 - Oak View	1.8	1.9	0.6%	0.5%
93023 - Ojai	2.5	1.5	0.6%	0.4%
93030 - Oxnard	9.1	9.5	2.8%	2.9%
93033 - Oxnard	10.7	9.3	4.0%	3.3%
93035 - Oxnard	9.1	6.5	2.9%	2.3%
93036 - Oxnard	9.7	5.4	2.9%	1.7%
93040 - Piru	5.5	5.6	2.0%	2.2%
93041 - Port Hueneme	8.9	7.8	3.5%	2.8%
93060 - Santa Paula	12.5	5.8	3.8%	2.1%
93063 - Simi Valley (Santa Susana)	4	2.2	1.3%	0.7%
93065 - Simi Valley	4.5	4	1.5%	1.2%
93066 - Somis	5.8	3	2.5%	1.6%
Health Equity Metric - Lower HPI Quartile	N/A		5.0%	3.9%
Ventura County	6.5	5.0	2.8%	2.2%

Case Rates by Zip Code



Positivity Rates by Zip Code



AB 86 - Background

1. Signed into law on Friday March 5, 2021
2. Intent – *It is the intent of the Legislature that local educational agencies offer in-person instruction to the greatest extent possible...*
3. Hybrid - *In-person instruction may include hybrid models offering fewer than five days per week of in-person instruction, as described in paragraph (1), only if the local educational agency offers in-person instruction to the greatest extent possible pursuant to subdivision (b) of Section 43504.*
4. In-person Instruction - “In-person instruction” means instruction under the immediate physical supervision and control of a certificated employee of the local educational agency while engaged in educational activities required of the pupil.

AB 86 – Key Provisions

1. Provides funding to support schools
2. Establishes “Safe Schools for all Team”
3. Funds the California Collaborative for Educational Excellence to support school site and district efforts to provide in-person instruction
4. Establishes safety protocols
5. Sets in place reporting requirements



AB 86 - Funding

1. Total of \$6.557 billion (General fund – Subject to Prop 98.)
 - \$4.557 billion for learning loss and student support activities
 - Through August 2022
 - Board approved plan required
 - \$2.0 billion for supporting efforts to incorporate in-person instruction
 - \$1,000 per homeless student (“off the top”)
 - LCFF basis used
 - Estimate of \$15 million for VUSD
 - Plan (based on stakeholder engagement due 6/1)



A.A. et. al. v. Newsome

1. Case heard March 15 and 17
2. Temporary Restraining Order granted March 17
 - Prevents applying and enforcing certain CDPH provisions related to conditions under which schools can re-open.
 - Orders the specific school district defendants involved to re-open for in-person instruction “to the greatest extent possible at the earliest practicable time.
 - Judge is taking a broad view of the issues based on California Constitution – more broadly applicable.
3. Does not invalidate collective Bargaining Requirements or existing MOU’s
- 4. Additional hearing set for April 1 and 1:30 p.m.



Physical Distancing

Center for Disease Control (CDC)

- Three studies, published in today's *Morbidity and Mortality Weekly Report* (MMWR), also address spread of SARS-CoV-2 in schools. Taken together, these studies build on evidence that physical distancing of at least 3 feet between students can safely be adopted in classroom settings where mask use is universal and other prevention measures are taken.

California Department of Public Health

- Maintaining a minimum of 3 feet between student chairs is strongly recommended.

Ventura County Public Health

- Distance between teacher and other staff desks at least 6 feet away from student and other staff desks. Maintaining a minimum of 3 feet between student chairs is strongly recommended



Physical Distancing

VCPH Presentation on 3/22

- 3 feet is recommended by World Health Organization and American Academy of Pediatrics.

CAL/OSHA

- Requires 6' between teacher desks and students' desks

VUSD

- Plans to maintain 6' in common areas to the maximum degree possible



Co-Curricular Activities

- Athletics
- Cheer
- Marching Band
- Choral Music
- Wind Instruments
- Dance
- Small Group Support



All now allowed with proper safety mitigation efforts in place.

Athletics/Activities

Widespread Tier (Purple)	Substantial Tier (Red)	Moderate Tier (Orange)	Minimal Tier (Yellow)
1	2	3	4
<p>Outdoor low-contact sports</p> <ul style="list-style-type: none"> • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking 	<p>Outdoor moderate-contact sports</p> <ul style="list-style-type: none"> • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball 	<p>Outdoor high-contact sports</p> <ul style="list-style-type: none"> • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo <p>Indoor low-contact sports</p> <ul style="list-style-type: none"> • Badminton (singles) • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field • Bowling 	<p>Indoor moderate-contact sports</p> <ul style="list-style-type: none"> • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball <p>Indoor high-contact sports</p> <ul style="list-style-type: none"> • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

End of Year Events

Commencement Exercises

- City Hall is reserved
- Sites and district support team are working together to review potential on-site programs with live streaming capabilities – attendance would be limited based on tier we are in VC
- VCOE Coordinating sub Committee work to submit design plans to VCPH for review and approval for all districts serving students in high school.

Other events subject to CDPH and VCPH guidance and proper safety mitigation efforts being in place.



Other Developments

1. Newly formed parent association
 - Frequent Communications
 - Meeting on Friday 3/19
 - Request to solidify role and process for meeting
2. Furniture has been ordered and deliveries are already happening
 - First shipment arrived yesterday and 6 more scheduled this week
 - Special arrangements may be needed for TK and other special settings.

Next Steps

1. Collective Bargaining

- Collective bargaining agreements and existing MOU's remain intact unless specific provisions are in conflict with the law
- VUSD and Unions are negotiating the impacts of the pending changes.
- Three sessions so far and fourth bargaining session scheduled for tomorrow
- Agreement must be ratified by members and approved by the Board
- Special Board Meeting will likely be needed.

2. Complete Furniture replacements

3. Accommodate scheduling requests as often as possible



They are here!



Elementary schools

- Return to optional in-person daily instruction for all students in grades tk-5
- Distance Learning still an option
- Target date for Return - April 12
- Schedule being negotiated and will be announced asap



Secondary schools

- Return to optional in-person daily instruction for all students in grades 9-12
- April 1 – Orientation Day Possible
- April 12 - Target Reopening to Daily Instruction
- Distance Learning remains an option w/ concurrent instruction
- Schedule being negotiated and will be announced asap

Other Instructional Settings

Target return full time in-person on April 12

- Special Education - Self-contained classes
- Alternative Education
 - Pacific HS
 - El Camino
 - Homestead
 - MSO
- After hours classes with small class size and larger rooms *may* be possible (ie, CTE)



Instructional Settings Changes

1. Offering parents choice this year required re-master scheduling elementary school teaching assignments.
2. DL is still an option and staffing has to be kept in place to serve the students who want/need DL
3. Requests for return to in-person are being approved on a space available basis at each site
4. Other options include filling spots for in-person at other sites temporarily and assigning students requesting a return to in-person to new staff hired specifically for this purpose. Such newly formed classes will be placed in vacant rooms across the district and will help us approve more in-person requests.
5. “Stay with my teacher” requests (for return to In-person)



Learning Loss/Acceleration Plan

1. Template due to the District by May 1.
2. Series of LCAP style- stakeholder meetings to ascertain community and employee input.
3. Plan must be submitted by June 1

2021- 2022 School Year

1. Return to full time daily instruction for all students at all grades.
 - Physical distancing guidelines will now accommodate a full return
 - Existing MOU's expire on June 31
 - We are not currently negotiating plans for the Fall and there are no future plans to renegotiate reopening of schools beyond this Spring.
 - Return to honoring the current contract.
 - Negotiate the impacts of any changes
 - COVID driven change is always possible

Other FAQ's

Q - Is extending SPED ESY an option?

A- Yes. Summer opportunities for all students, including SPED students is being worked on as we speak.

Q – Why is/was marching band not allowed and other activities were. Can VUSD reconsider its decision on this?

A – This issue has been resolved by CDPH changing its rules to allow marching band and other related activities to be allowed. No decision was made by VUSD about this. We have been following the state and local health orders and until this past weekend marching band was not allowed under CDPH guidelines. Thankfully that has changed.



Other FAQ's

Q – When can we expect an announcement laying out the schedule for elementary and secondary schools?

A- As soon as we complete our collective bargaining on the details of the schedule we will make an announcement. A special board meeting is likely to be needed.

Other VUSD News

1. Newly Appointed Principal at Lincoln Elementary

Mr. Mark Asher



2. Current Principal Opening at Buena HS

Other VUSD News

Creation of new K-8 Schools in VUSD

Lemon Grove (Formerly Blanche Reynolds) 2021-2022

- Sign-up Now – space is available grades 6-8!

ATLAS (2022-23)

- Facilities and implementation plan



For the future of every student

VUSD Innovation

A. <https://saaliyasaranch.com/>



Groundbreaking Ceremony – Thursday at 3:00 at Pacific HS



For the future of every student

Questions / Discussion



For the future of every student

**Ventura Unified School District
Employment Agreement For
Assistant Superintendent, Educational
Services**

This Agreement is entered into as of this 23rd day of March 2021 between the Board of Trustees (hereinafter "the Board"), of, and on behalf of, the Ventura Unified School District (hereinafter "the District"), and Antonio Castro (hereinafter "the Assistant Superintendent, Educational Services"), and constitutes a bilateral and binding Agreement between the parties.

1. Term: The District hereby employs the Assistant Superintendent, Educational Services for a period beginning on April 5, 2021 through June 30, 2023. (Unless otherwise terminated earlier as set forth in Section 8 "Termination of Employment")

The Assistant Superintendent, Educational Services shall render twelve (12) months of full and regular service to District during each contract year (July 1-June 30) he is employed by District, except for the first year that will commence on April 5, 2021, consisting of two hundred twenty-four (224) working days per contract year. Working days for the first year are 62.

2. Duties: The Assistant Superintendent, Educational Services, is employed to perform the duties prescribed by the policies and regulations of the District and as set forth in the position description and such other duties as may be assigned by the Superintendent.
3. Salary: The annual salary of the Assistant Superintendent, Educational Services shall be \$179,152.00 per year payable in twelve (12) equal installments on the last day of each calendar month except for the first year which will be prorated for the month of April 2021. The Assistant Superintendent, Educational Services will receive at a minimum any bonuses, stipends, longevity and salary adjustments awarded to district administrators. The parties hereto reserve the right to modify this Agreement by changing salary in such a manner as may be mutually agreed upon for or during any or all of the years included in the terms of the Agreement.
4. Work Days/Vacation: The Assistant Superintendent, Educational Services work year shall be 224 days. The Assistant Superintendent, Educational Services shall be required to render twelve (12) months of full and regular service to the District during each school year, except that he shall be entitled to twenty-two (22) days of annual vacation with pay. The Assistant Superintendent Educational Services shall not carry over more than twenty-nine (29) accrued and unused days of vacation at the end of each contract year during the term of this Agreement. The Superintendent may insist on the Assistant Superintendent, Educational Services taking all or a portion of vacation in the event of excess accumulation. In the event vacation is not taken during the school year in which it is granted, it may only be accumulated to a total of forty (40) days. Upon accruing forty (40) earned and unused vacation days, Assistant Superintendent, Educational Services shall not accrue any further vacation days unless and until the number of accrued days falls below forty (40). In the event of expiration or termination of this Agreement, Assistant Superintendent, Educational Services shall be entitled to compensation for accrued and unused vacation at the salary rate effective during the last year of the Agreement.

Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, Assistant Superintendent, Educational Services shall only receive that number of vacation days which is proportional to the number of months of the school year served. If Assistant Superintendent, Educational Services has taken vacation days in excess of that proportion, Assistant Superintendent, Educational Services hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used.

Other paid leave (e.g. sick leave) shall be granted to the Assistant Superintendent, Educational Services on the same basis as it is granted to the other administrators of the District.

5. Fringe Benefits:

a. Health and Welfare Benefits: All Health and Welfare benefits accorded other management employees of the District shall be full paid for the Assistant Superintendent, Educational Services and his family as defined by the benefit package for all employees.

b. Professional Dues: Upon approval by the Superintendent, the District shall pay for the cost of professional subscriptions, memberships, and attendance at appropriate meetings and conferences.

6. Evaluation: The Superintendent shall evaluate the performance of the Assistant Superintendent, Educational Services at least once each year during the term of this Agreement. Such evaluation and assessment shall be directly related to the duties described herein in Section 2 Duties referenced above, and the goals and objectives for the year in question.

7. Renewal of Agreement: The Agreement shall be extended for a period of one year on the same terms and conditions set forth herein unless the Superintendent gives the Assistant Superintendent, Educational Services, written notice of his decision not to so extend this agreement on or before June 30 of the second year under this agreement.

8. Termination of Employment: This Agreement may be terminated for the following reasons:

a. Mutual Consent: This Agreement may be terminated at any time by mutual consent of the Superintendent and Assistant Superintendent, Educational Services upon thirty (30) days prior written notice.

b. Assistant Superintendent Educational Services: Assistant Superintendent, Educational Services may terminate his obligations under this Agreement by giving the Superintendent sixty (60) days written notice of his resignation or retirement.

c. Incapacity/Disability: In the event the Assistant Superintendent, Educational Services is unable to serve in his position due to any physical or mental condition, this Agreement may be terminated by recommendation of the Superintendent and action by the Governing Board upon sixty (60) days' notice. The Assistant Superintendent, Human Resources' disability/incapacity shall be determined by a District selected physician.

d. Death: In the event of Assistant Superintendent, Educational Services' death, this Agreement shall be deemed terminated.

- e. Termination for Cause: The Superintendent may terminate Assistant Superintendent, Educational Services for good cause including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or lawful directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932; or (6) the failure or inability of Assistant Superintendent, Educational Services to adequately perform any duties required under this Agreement, including but not limited to failure to meet the written goals and objectives pursuant to Section 2 in a timely or diligent manner.
 - f. Termination without Cause: The Superintendent may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, Assistant Superintendent, Educational Services shall receive a lump sum payment of an amount equal to the monthly base salary of the Assistant Superintendent, Educational Services multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than six (6) months, the maximum cash settlement shall be an amount equal to the monthly base salary for the Assistant Superintendent, Educational Services multiplied by six (6). The parties specifically agree that all such payments will comply with California Government Code §§ 53260(a) and (b).
9. Settlement Parameters: If this agreement is terminated prior to the stated expiration date and if the parties negotiate a settlement thereunder, any such settlement shall be limited as follows:
- a. The maximum cash settlement shall not exceed an amount equal to the Assistant Superintendent, Educational Services monthly salary times the remaining months of the Agreement term or six (6) months whichever is the lesser.
 - b. Health benefits, if part of a settlement, shall not be continued beyond the same date as the cash settlement pursuant to paragraph (a) or until the employee finds other employment, whichever occurs first.
 - c. This section shall not be interpreted or implied to require any settlement. The parameters herein are maximums and do not establish in any way the terms of a settlement, if any, except to set outside limits pursuant to law.
10. Effect of Abuse of Office Conviction: Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et. seq., in the event the Assistant Superintendent, Educational Services is convicted of a crime constituting “abuse of office,” Assistant Superintendent, Educational Services shall reimburse the District to the fullest extent mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et. seq.

11. Entire Agreement: This document constitutes the entire Agreement between the parties. No amendment or waiver of this Agreement or any provisions herein shall be effective unless in writing signed by all parts
12. Waiver: The written waiver by any part to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.
13. Counterparts: If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.
14. Savings Clause: If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.
15. Amendment: Any amendment to this Agreement must be in writing and signed by the parties.

IN WITNESS HEREOF, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

Dr. Roger Rice Superintendent
Ventura Unified School District

Date

I hereby accept this contract of employment and agree to comply with its terms and conditions and to fulfill all of the duties of the Ventura Unified School District Assistant Superintendent, Educational Services.

Dr. Antonio Castro
Assistant Superintendent, Educational Services

Date