

**MEMORANDUM OF UNDERSTANDING
BETWEEN
National School District
and
National City Elementary Teachers Association**

**REGARDING WORKING CONDITIONS DURING THE COVID-19 PANDEMIC DURING THE 2020-
2021 SCHOOL YEAR (HYBRID INSTRUCTION)**

November 17, 2020

This Memorandum of Understanding is agreed between the National School District ("District") and the National City Elementary Teachers Association ("NCETA"), collectively referred to hereinafter as "the parties", concerning the negotiable impacts and effects of providing in-person instruction during the COVID-19 Pandemic in the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

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) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

The District shall adhere to the most recent school-based program COVID guidelines issued by the California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the San Diego County Department of Public Health. Where there is a conflict between the various guidelines or orders issued by these agencies, the District shall adhere to the most restrictive guidelines or orders then in effect to minimize potential health and safety risks for all unit members, students, and their families.

1. Definitions

- A. "Asynchronous Instruction" – Defined as instruction or learning that is not presented in a live format. Including, but not limited to: pre-recorded lessons or videos, use of district approved instructional programs, email, and assignments students are able to work on independently.
- B. "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

- C. "Common Equipment" – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- D. "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.
- E. "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- F. "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 and FDA Advisories.)
- G. "Hybrid Instruction" -- instructional model that combines in-person and distance learning.
- H. "In-Person Instruction" – Instruction under the immediate physical supervision and control of a certificated employee.
- I. "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. Examples include protective clothing, non-cloth masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- J. "Physical Distancing" – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts to the greatest extent possible, as recommended by state and local health officials.
- K. "Synchronous Instruction" – Defined as online instruction, that takes place in real time with the classroom teacher and a student or students.
- L. "Workspace" – any location where a unit member can reasonably be expected to be required to perform assigned duties.

2. Safety

Due to the disproportional impacts of COVID-19 on the communities serviced by NSD, the District shall only return to in-person/physical schooling when conditions within NSD boundaries meet the following conditions:

- A. Conditions in San Diego County meet the standards for school districts to safely resume in-person instruction.
- B. The District shall coordinate with county public health agencies to ensure a system for all students, staff, and the community to access widespread, accessible, and frequent testing and when necessary, contact tracing, and isolation of new cases. The District shall provide to all stakeholders COVID resources, including testing information, on a regular basis.

- C. The District has ensured full implementation of COVID-19 prevention measures as outlined herein. In addition, the District will establish clear and fully implement the protocols for a return to in-person instruction of any kind (cohort, hybrid, etc.) that have been established including those subject to negotiations under the EERA including transfers and assignments, hours, class size, leaves, and any other areas determined to be within the scope of bargaining.
- D. The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers. This does not affect NCETA's right to reasonable access under the Educational Employment Relations Act and Collective Bargaining Agreement.
- E. Daily Cleaning and Disinfecting:
 - 1. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Daily cleaning and disinfecting shall be done by trained personnel.
- F. Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.
 - 1. Decontamination Due to Positive Case:
 - a. In the event of a positive case of COVID-19 the District shall ensure contaminated areas are closed until proper decontamination of classroom spaces and staff workspaces is completed. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
 - b. Air Ventilation and Filtration:
 - i. 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. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
 - i. The District shall ensure all HVAC systems operate as recommended by state and local guidelines, and that they operate on the mode which delivers the most fresh air and as allowed by the HVAC systems currently in place. changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
 - ii. HVAC air filters shall be equipped with at least MERV-13 filters and changed at the recommended intervals.

- iii. Portable classrooms and/or other classroom spaces or workspaces without central HVAC shall be equipped with HEPA filters with a large enough capacity and flow rate for the square footage of the room.
- iv. If an individual tests positive for COVID-19, the District will replace the HVAC filters at the school site.

3. Health Screening, Testing, Notification, and Contact Tracing

- A. Each school site shall have access to a trained health professional, which may include a Credentialed School Nurse or Health Assistant, for the safety and health of all students, staff, and visitors to the campus each day.
- B. The District shall ensure that all students, employees, and visitors are screened daily for symptoms associated with COVID-19 infection prior to entering school, as recommended by state and local guidelines, including temperature checks if required.
- C. Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
- D. All students and staff will be trained on these protocols and procedures.
- E. If a unit member, other employee or student is showing symptoms associated with COVID-19, has had close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with all guidelines in the CDPH document, *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. This will include, among other requirements, the following:
 - 1. Staff and students determined to have symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation area on site pending travel home or to a medical facility.
 - 2. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the County Public Health Department. All employees at the same worksite as the infected individual will be notified within one business day, as required by AB 685. This notification will preserve confidentiality required by state and federal laws. The District shall also notify the Association President as required by AB 685.
- F. All unit members shall be required to be tested for COVID-19 as recommended by state and local health officials, but at least once every two months. Tests will be at no cost to the unit member. Testing schedules shall be arranged to minimize delays, with all relevant privacy rights preserved.
 - 1. Recognizing the difficulty of contact tracing, the district shall make every effort to limit the movement of personnel between school campuses.

4. Personal Protective Equipment (PPE)

- A. The District shall provide available PPE to all unit members who work with students with moderate to severe disabilities and unit members that have a high number of student contacts (e.g., RSP, Enrichment, SLP, Psychologist, APE, Language Arts Specialists, Impact, Preschool, Counselors). Unit members in other positions may submit a request

to their site administrator for PPE. The site administrator will process those requests on a case-by-case basis and, if necessary, pursuant to the interactive process.

- B. Unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- C. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- D. If the District is unable to provide PPE to any unit member required to have PPE for the day, and the unit member did not bring their own PPE, the unit member without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay.
- E. N-95 masks will be provided to: unit members eligible to receive PPE, as stated above, provided that the mask is available and approved by Human Resources.

5. Face Coverings

- A. The District shall require the use of facial coverings in accordance with federal, state, and local guidelines currently in effect. If a unit member cannot wear a face covering because they are exempt under state guidelines, the District and unit member will discuss whether a non-restrictive alternative can be utilized, such as a face shield and neck drape (tucked into the shirt). Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in Preschool-6th grade, all administrators, and any visitors on campus over two years of age.
 - 1. The District shall supply face coverings for staff and students when necessary.
 - 2. Individuals who refuse to wear a facial covering prior to entering a school site will be offered a face covering, and if refused, the individual will be referred to the front office for further assistance. If a student refuses to wear a face covering in class, the unit member will offer the student a face covering from a supply provided by the District. If the student continues to refuse to wear a face covering, the unit member may refer the student to the school's front office for assistance.

6. Hand Washing

- A. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- B. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom or shared workspace is entered.
- C. The District shall comply with the following hand washing requirements:
 - 1. Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and touchless paper towel dispensers.
 - 2. Every classroom shall be provided medically effective hand sanitizer.
 - 3. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.

4. Hand sanitizer shall be provided at each ingress and egress point on a school campus.
- D. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and promptly restocked as needed and prior to the beginning of each day that staff or students are on campus.
- E. Unit members not working in classrooms but who must interact with the public shall have a barrier, such as an acrylic shield, between their workstation and the public.

7. Physical Distancing

- A. Classroom/Instructional/Academic Learning Spaces:
 1. The District shall ensure minimum physical distancing of six (6) feet between: student and educator workspaces, student workspaces, and all employee workspaces, as recommended by CDPH and county guidelines.
 2. The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements.
 3. All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- B. Prior to the physical reopening of school, unit members shall have the opportunity to inspect their classrooms and work areas to verify all physical distancing and cleaning safety protocols have been met.
- C. Where the minimum physical distancing requirement cannot be maintained, time spent in close contact shall be minimized.
- D. 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.

8. The District shall make available an updated Injury Illness Prevention Plan (IIPP) to all unit members. The Parties agree to incorporate into the IIPP COVID-19 safety protocols as stated herein.

9. Leaves

If a unit member is unable to work, in-person or remotely (if applicable), the unit member may use any applicable leave of absence provided under the Collective Bargaining Agreement and state/federal laws, subject to current leave of absence and absence reporting procedures (except for Article 8, 7.C). This includes paid leave under the Families First Coronavirus Response Act (currently expires Dec. 31, 2020).

The District will support unit members who provide documentation that they or a household contact are at higher risk of severe illness due to COVID-19. The District will first determine if the unit member can continue working in his or her current position, including in-person with reasonable accommodations in place. If the unit member is unable to continue work in-person and a remote assignment is not available, the unit member may use an applicable leave of absence provided under the Collective Bargaining Agreement and state/federal laws, subject to current leave of absence and absence reporting procedures (except for Article 8, 7.C).

10. Industrial Accident Leave/Workers' Compensation

- A. All provisions of the CBA pertaining to Industrial Accident Leave and/or Workers' Compensation remain in effect.

11. Catastrophic Leave

- A. The District and the Benefits department shall send out a copy of the Request for Catastrophic Leave form by **November 30, 2020**.

Hybrid Instruction Model

1. Professional Development and Preparation Time for Hybrid Model

The District recognizes the need for unit members to have time to prepare for the hybrid instructional model, to collaborate with their colleagues, to engage with parents and students, to prepare for adjustments from distance learning to hybrid. The goal is for the hybrid instructional model to begin on January 11, 2021, contingent on the conditions in San Diego County meeting the standards for school districts to safely resume in-person instruction (red tier). If such conditions do not permit the hybrid instructional model to begin on January 11, 2021, the hybrid instructional model will begin on the first Monday after San Diego County authorizes schools to reopen for in-person instruction.

- A. As part of the transition to and in preparation for hybrid instruction, the week prior to students returning to hybrid instruction, all unit members who will be providing hybrid instruction will be expected to work out of their classrooms, unless expressly exempt by the District (e.g., due to reasonable accommodation or a leave of absence).
- B. During this week, hybrid model teachers will not be expected to provide more than 120 minutes of synchronous instruction per day with no less than 60 minutes per day that week in order to prepare for in person instruction. The remainder of the instructional minutes will be asynchronous.
 - 1. The District shall ensure appropriate training, consistent with the IIPP, is provided to all unit members prior to the implementation of a physical return to campus.
 - 2. Three hours of professional development will be provided to unit members on January 4, 2021. The remainder of the workday will be reserved solely for planning and preparation at the unit member's discretion. If hybrid instruction is delayed beyond January 11, 2021, because conditions in San Diego County do not yet meet the standards for school districts to safely resume in-person instruction (red tier), the professional development above will still occur on January 4, 2021, and the Monday before students return to campus will be a distance learning day as set forth in 1.B.
 - 3. The Thursday before students return to campus, unit members will have one hour for preparation and planning after meeting with principals (excluding teacher planning and preparation Thursdays).
 - 4. The Friday before students return to campus, teachers will provide instruction as outlined in 1.B, and the remainder of the duty day will be reserved solely for

planning and preparation at the unit member's discretion in accordance with the early release schedule. In addition, the District will provide asynchronous activities teachers may use for the remaining instructional minutes.

2. Class Size/ Caseload

- A. Unit members' class sizes/caseload shall not exceed the contractual limit with the implementation of hybrid learning nor will the number of in-person students present for hybrid learning exceed the capacity to maintain six feet of distance of all persons in the classroom.
- B. The District shall balance rosters/caseloads as outlined in Article 10 of the collective bargaining agreement.

3. Duty Day

- A. During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, unit members in the hybrid model are expected to work and be available during their normal contractual work hours. The workday schedule for each school site will be as determined by the site administration, in consultation with staff, pursuant to Article 6.2.c of the Collective Bargaining Agreement. When the hybrid model begins, the weekly delineation for hybrid instruction (in-person, asynchronous, and synchronous) for student cohorts A and B will be as set forth in the attached schedule.
 - 1. Instructional minutes shall be a combination of in-person, synchronous and asynchronous and shall follow the instructional minute requirements set forth in SB 98:
 - a. Daily in-person instructional minutes shall be 160 minutes for each of Cohorts A and B.
 - b. Daily asynchronous instructional minutes shall be no fewer than:
 - i. 20 minutes for Preschool-K;
 - ii. 70 minutes for grades 1-3;
 - iii. 80 minutes for grades 4-6; and
 - iv. the time value of asynchronous work shall be determined by the unit member.
 - c. On Thursdays, instructional minutes shall be in accordance with the distance learning model as outlined in the distance learning MOU REGARDING THE CORONAVIRUS PANDEMIC DURING THE 2020-21 SCHOOL YEAR, dated July 30, 2020.
 - 2. Unit members will have 55 minutes on two in-person instructional days per week (specific days to be determined by the site administrator in consultation with the school staff pursuant to Article 6.2.c of the Collective Bargaining Agreement), dedicated for planning and preparation to be used at the discretion of the member. On the remaining two in-person instructional days, unit members will have 55 minutes for preparation and planning, but they may be required to attend a staff meeting, IEP meeting, or other professional responsibility during that time; advance notification will be provided whenever possible.

3. Staff meetings and minimum days will be held in accordance with Article 6.M of the CBA and current district practice.
 4. No unit member will be required to attend in-person district, site meetings (including collaboration) or professional development.
 5. Should changing conditions in the 2020-21 school year allow for or necessitate providing in-person instruction beyond that specified above, the District will provide NCETA with advance written notice and an opportunity to bargain the impacts/effects of any corresponding changes to the current hybrid schedule.
- B. The District shall make every effort to avoid increases to unit member workload regardless of whether the unit member is working in the Distance Learning or the Hybrid model.
 - C. While teaching in-person, members will not be responsible for simultaneously providing synchronous instruction to students at home except as outlined in 3.e-f.
 - D. For students who elect to continue with full-time distance learning (Cohort C), the District will assign staff to remote teaching assignments pursuant to Section 7, below. If necessary due to the number of students who request full-time distance learning and the number of staff available for such an assignment, the District may exceed the class size limitations in the Collective Bargaining Agreement by no more than three (3) students per distance learning class (Cohort C).
 - E. If, due to staffing constraints, there are no reasonable options other than blending Cohort C students with Cohort A/B students, the District will assign a teacher to provide daily support to the teacher-of-record during all instructional minutes. The method of support shall be determined by the teacher of record in collaboration with the support teacher, and administrator, and can include synchronous, asynchronous, or in-person instructional supports. If the method of support for blending cohorts does not meet the minimum instructional requirements, the site administrator may, after consulting with the teacher-of-record, determine the appropriate method of support. The District will provide no less than one (1) days' notice to the teacher-of-record before blending of cohorts in any such class.
 - F. Any recording of live/synchronous instruction is required to have the consent of the unit member.
 - G. The parties agree work shall occur within the normal duty day as outlined in Article 6.2.a of the Collective Bargaining Agreement (CBA).
 1. Unit members will not be required to supervise students during lunch. Site administrators will make a good faith effort to minimize student supervision during recess, pursuant to Article 6.2.B of the CBA.
 2. Classroom spaces utilized by unit members will not be used to provide students breakfast or lunch on the same instructional day the space is used by the unit member.

4. Support Staff (not including SDC)

Unit members who do not have a rostered class will continue to provide services and support to students. Generally, services and support will be provided virtually; however, in limited cases, it

may be necessary for unit members to work with students in person. Unit members may be required to adjust their daily schedule to conform with the hybrid model. Support personnel will not be required to share office (or classroom) space.

- A. Counselors and School Psychologists will work from their assigned school site. Generally, sessions will be provided virtually (from their office); however, in-person sessions may need to be provided based on student needs.
- B. Reading Language Arts Specialists (RLAS), RSP teachers, Speech and Language Pathologists, and Adapted Physical Education Teachers, may work remotely; however, in-person services may need to be provided based on student needs. The service provider shall be responsible for scheduling and coordinating in-person services.
- C. Impact teachers will continue to provide services virtually from their assigned school site.
- D. Nothing in this section is intended to prevent a unit member from voluntarily meeting with students in-person or working from campus as long as safety protocols are followed.

5. Distance Learning Model

- A. For unit members assigned to full-time distance learning assignments, **including Enrichment Teachers**, when in-person (hybrid) instruction has resumed, the terms outlined in the distance learning MOU REGARDING THE CORONAVIRUS PANDEMIC DURING THE 2020-21 SCHOOL YEAR, dated July 30, 2020, will continue to apply; however, it may be necessary for daily instructional schedules to change.
- B. If it is ever necessary for the District to change from in-person (hybrid) instruction to full-time distance learning due to safety conditions, the terms outlined in the distance learning MOU REGARDING THE CORONAVIRUS PANDEMIC DURING THE 2020-21 SCHOOL YEAR, dated July 30, 2020 will continue to apply.

6. Salary

- A. While working under any model for school opening, including distance learning, unit members shall continue to receive their full compensation and benefits.
- B. Unit members shall continue to receive stipends and/or additional pay if the duties can be and are performed.

7. Transfers and Reassignments

- A. The District shall determine the number of full-time distance learning (“remote teaching”) assignments available. Unit members who provide documentation that they or a household contact are at higher risk of severe illness due to COVID-19 and request to work remotely may be given priority to remote assignments. Any additional remote positions will be assigned based on credential qualifications and District seniority.
- B. Any transfers or reassignments occurring as a result of COVID19 will only apply to the 2020-2021 school year.
- C. The District shall make a reasonable effort to avoid transfers/reassignments requiring a change in schools/classrooms.

- D. Advance notification will be given to any unit member being reassigned or transferred; such notification to be given not later than seven (7) school days immediately preceding the unit member's first day in the new assignment.
- E. If the District transfers or reassigns a unit member occurring as a result of COVID19 the following shall apply to the 2020-2021 school year and prior to the start of the 2021-2022 school year.
 - 1. If a transfer occurs, unit members getting transferred will be provided three (3) full days for preparation with an additional day possible at the discretion of the Superintendent.
 - 2. If a grade level reassignment occurs the site administrator shall permit the unit member being reassigned a minimum of one (1) duty-free day of instructional time for room preparation with an additional day possible at the discretion of the Superintendent.
 - 3. If a room change occurs:
 - a. The site administrator shall permit the unit member being reassigned a minimum of two (2) duty-free days of instructional time for room preparation, with an additional day possible at the discretion of the Superintendent if both grade level and room change occur.
 - b. The District will provide transportation and labor to move the unit member's materials to the new assigned location.
 - c. No unit member's supplies or equipment shall be packed, labeled, or moved without the unit member having been contacted.

All components of the current Collective Bargaining Agreement between the NCETA and District not addressed by the terms of this agreement shall remain in full effect. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and negotiate as needed regarding subjects within the mandatory scope of bargaining, as well as others subject to consultation, to the extent not already addressed by this agreement.

Given the fast-changing nature of this pandemic, either party reserves the right to demand to bargain should CDPH and/or San Diego County COVID-19 guidelines change, and those changes materially affect any of the provisions of this agreement.

It is agreed and understood that this agreement is subject to the approval of NCETA and the NSD Governing Board.


NATIONAL SCHOOL DISTRICT

11-17-20
DATED

Irma Sanchez
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

11-17-20
DATED