

**MEMORANDUM OF UNDERSTANDING BETWEEN  
NATIONAL SCHOOL DISTRICT  
AND  
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION  
REGARDING COVID-19 CORONAVIRUS**

March 31, 2020

This Memorandum of Understanding is agreed between the National School District ("District") and the National City Educators Association ("NCETA), collectively referred to hereinafter as "the parties," concerning the District's response to the coronavirus (COVID-19) epidemic and an extended school closure.

1. The District shall comply with requirements of California Executive Department Executive Order N-26-20 and future orders as they are provided.
2. During the period that District school sites are closed due to COVID-19 epidemic, unit members will not suffer any loss of pay or benefits, but shall continue in paid status while performing work duties remotely as provided in this MOU.
3. Leaves
  - a. Effective Monday, March 16, 2020, which was the first day of the school closures, and for the duration of this MOU, unit members will not have any available leaves balances deducted unless they were/are unable to work remotely during this time period for an authorized reason (e.g., sick leave, personal necessity leave). Unit members who are unable to work remotely for an authorized reason must go through normal absence reporting procedures.
  - b. During the period that schools are closed by order of any local, state or federal agency, including the District, the paid status of a unit member, whether paid or unpaid, will continue as previously scheduled during the period of school closures and while unit members are required to work remotely. This includes that the District will proceed in deducting from previously scheduled and approved leaves (e.g., maternity or parental leaves, FMLA, industrial accident or illness), unless the unit member requests to rescind the leave and is available to work remotely.
  - c. Unit members who may have been or were potentially exposed to COVID-19, or who otherwise request a leave of absence for reasons set forth in the Families First Coronavirus Response Act, may use all available paid and unpaid leaves, including Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion.

#### 4. Safety

- a. When school sites are reopened, the District will provide hand soap/sanitizer for every classroom and bathroom, hand soap/sanitizer around every campus with at least one per building, and access to hand soap/sanitizer for each unit member who does not have a traditional classroom.
- b. The District will ensure that all sinks (including those located in unit member break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with hot water where possible and kept stocked with soap and paper towels.
- c. The District will ensure that every classroom (including desks, tables, chairs, counters, cabinets) is cleaned and sanitized prior to unit members being required to return. Unit members shall not be required to clean or sanitize classrooms in relation to possible COVID-19 exposure.
- d. The District will comply with Cal-OSHA guidelines.

#### 5. Closures

- a. Unit members will be notified by District email or phone about any further school closures, including any decisions to extend school closures once they are scheduled to reopen.
- b. Unit members shall not be directed or required to report to their worksite while their worksite is closed due to COVID-19.
- c. Upon State/County/District declaring schools are safe to reopen, the District shall provide at least 48 hours' notice to all unit members to return to work in order to prepare for the return of students. When schools are to reopen, unit members will be provided at least one full day for individual classroom preparation prior to the return of students apart from staff meetings or professional development.

#### 6. Distance Learning

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so they can continue delivering educational opportunities to students to the extent feasible through, among other options, distance learning.

- a. The District and NCETA recognize the importance of maintaining safe learning opportunities for the benefit of the students and the communities served by the District, its teachers and staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Methods could include-online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication as outlined in the California Department of Education's distance learning guidance.
- b. The Parties recognize that NCETA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District wishes to allow teachers and students to engage in a unique delivery model (Distance Learning) that will provide unit members an alternative method of delivering instruction that does not require them to physically report to work and ensure that students are able to continue learning. Unit members will utilize Google Classroom or District approved platforms as their primary method for distance learning. Supplemental methods may include those illustrated in paragraph (a), above. Please see attached document with list of available resources.
- c. April 6-10 Planning and Preparation
  - i. Unit members may pick up laptops, instructional materials, etc. from the work site as needed. A schedule will be established for each site to follow, ensuring compliance with the health and safety guidelines. For the duration of the school closure period, unit members will not be held liable for damage to their District laptop except in cases where damage was caused by the unit member's negligence while in care of the laptop.
  - ii. Unit members will have time to plan educational opportunities and/or check-ins with students. The District will provide unit members with technical support and assistance throughout the duration of the school closures, to help ensure they are able to effectively engage in distance learning.
- \*. During the Week of April 13
  - i. The District will assist teachers, students, and families with a soft launch of the distance learning program.
- d. Beginning April 20
  - i. To the best of their ability, unit members will provide flexible educational opportunities through Distance Learning as provided in this MOU.
  - ii. Distance Learning activities provided to students will include teaching, engagement, and review through Google Classroom and other online

learning resources approved by the District. The purpose of such distance learning instruction and related educational activities is to teach students essential standards and content, and to keep students working toward end-of-year expectations. Unit members will provide their students with feedback on work and assignments that are turned in for review. Feedback will be provided to students as a means to support their development, rather than negatively impacting their achievement. To this end, students will be “held harmless,” meaning they will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. The parties understand that these parameters may change by, forthcoming guidelines by the California Department of Education.

- iii. Unit members shall use their professional discretion when providing distance learning opportunities to their students, and shall not be required to submit lesson plans, or any other kind of evidence or documentation, absent reasonable cause that the unit member is not engaging in distance learning to the best of their ability.
- iv. Unit members shall check their emails for updates and respond, if a response is necessary, in a timely manner. Barring unforeseen circumstances, unit members shall check their emails daily.
- v. Unit members who do not have a class roster (Enrichment, APE, RSP Teachers, SLP’s, psychologists, counselors, district resource teachers, Impacts, RLAs, etc.) shall, to the best of their ability, provide support to students, families and classroom teachers, which may include providing lessons, activities, or other support which is consistent with regular assignments and job descriptions.
- vi. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). In addition to District provided curriculum, unit members may use supplemental instructional platforms of their choice for Distance Learning. Unit members may collaborate with their colleagues to plan and deliver the lessons. Recognizing this unique situation, unit members may determine amongst themselves the time and manner of collaboration. Unit members will make themselves available for virtual staff meetings in accordance with applicable provisions of the NCETA-NSD Collective Bargaining Agreement and current practice. Should unit members not be available due to unavoidable circumstances, the staff member may view a recorded meeting or make other arrangements with the principal.

- vii. Unit members will be expected to provide all necessary and appropriate instruction, resources and support to students to help ensure students are successful in distance learning. To ensure consistency while unit members and students are in different locations, instruction shall occur during regular school hours throughout the emergency school closure, and shall be communicated to students and site administrators. Recognizing the unique nature of distance learning and the COVID-19 emergency, unit members will also have flexibility to adjust their daily schedules, as needed and appropriate, within the unit member's professional discretion and by providing sufficient advance notice whenever possible to students and site administrators.
- viii. The distance learning coursework and lessons provided to students shall, as outlined above, have the intention of promoting continuity of learning while students are not in school. In addition to distance learning, unit members may provide their students with enrichment, intervention, and/or exposure to new material. The pace of distance learning instruction and supplemental activities shall be at the discretion of the teacher based on the needs of one's students.
- ix. Unit members required to engage in distance learning through online means (e.g., Google Classroom) will be informed of and adhere to the applicable Acceptable Use Policy. The District remains responsible for notifying parents/guardians of the applicable Acceptable Use Policy for student use of online instruction. All such uses continue to be subject to applicable laws and District policies. Teachers will not be required to conduct live video over their objection, pursuant to Education Code section 51512.
- x. The parties understand that the same distance learning methods provided to general education students may not always be effective for special education students. As such, the appropriate distance learning method for special education students will be determined by the student's IEP, if applicable, and in accordance with federal and state guidelines. The parties will regularly consult, and negotiate if appropriate, regarding the provision of distance learning to special education students.
  - 1. Service providers will prepare distance learning activities to the best of their ability to be completed at home as appropriate.
  - 2. Teachers and service providers of students with disabilities will make a reasonable effort to communicate with students and/or the parent/guardian as appropriate.
- xi. Unit members will not be adversely evaluated or disciplined for engaging in distance learning to the best of their ability. While engaging in distance

learning, unit members will continue to adhere to the District's professional standards for certificated employees (Board Policy 4119.21). Unit members shall not be disciplined for inappropriate behavior of people in their own household or students while they are engaging in distance learning, to the extent that such behaviors are out of the unit member's control.

This Memorandum of Understanding resolves known negotiable effects of school closures due to the COVID-19. NCETA and the District reserve the right to negotiate any additional impacts of school closures in the 2019-20 school year based on new guidance, directives from any state or federal agency or should new circumstances arise.

The terms and conditions set forth in this MOU shall be subject to the terms of Article 12, Grievance Procedure, as outlined in the parties collective bargaining agreement.

This MOU shall not be precedent setting nor form any basis. It is agreed and understood that this agreement is subject to the approval of NCETA and the approval of the Board of Education.

This MOU shall expire on June 30, 2020, or when it has been deemed by Public Health Officials and the District that it is safe to return prior to June 30, 2020. Should the school closures extend beyond the expiration of this MOU, the parties shall meet again to meet and confer and bargain over the impacts and effects of the extended closures.

Leticia Hernandez (Signed Electronically)  
NATIONAL SCHOOL DISTRICT

Dated 3/31/20 4:19 p.m.

Irma Sanchez (Signed Electronically)  
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

Dated 3/31/20 4:19 pm