MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL SCHOOL DISTRICT AND

NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION REGARDING THE 2020-2021 SCHOOL YEAR CALENDAR

June 9, 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), pandemic and continued safety concerns regarding the start of the 2020-2021 school year.

- 1. The parties have mutually agreed to negotiate a later start date for the 2020-2021 school year, and to adjust the calendar as set forth in the revised 2020-2021 staff and student calendars, attached herein as Appendix A.
- 2. The parties agree the school year shall be closely aligned with SUHSD, as discussed in Article 6.1.e of the current collective bargaining agreement; however, the parties also understand challenges and considerations regarding safely reopening schools and providing meaningful instruction via distance learning are different for elementary students and secondary students. As such, the parties may deviate from aligning with SUHSD's calendar for the 20-21 school year.
- 3. The parties agree the District shall continue to issue pay warrants for the 2020-2021 school year on a 12 month cycle, commencing July 2020 and continuing through June 2021. Any employee not working the entire work year will be required to repay any advanced salary compensation and benefits if applicable.
- 4. The parties acknowledge unit members may have previously scheduled plans based upon the prior agreed to and adopted 2020-2021 calendar.

Unit members who provide documentation of personal plans made between the period of February 12, 2020 (Board approval of 2020-2021 calendar) and the date this agreement is executed, and are unable to reschedule without suffering personal hardship may use accrued leave or unpaid leave as necessary.

A unit member may request to make up missed work days in lieu of utilizing accrued or uncompensated leave. Permission to make up missed work days shall be determined by the Assistant Superintendent of Human Resources or

designee. The unit member will be required to submit a written plan for makeup days and work to be completed which shall be approved by the Assistant Superintendent of Human Resources or designee.

- 5. NCETA and the District reserve the right to negotiate any additional impacts of COVID 19 on the 2020-2021 school year that are within the scope of representation.
- 6. 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.
- 7. It is agreed and understood that this agreement is subject to approval by NCETA and the NSD Board of Education.
- 8. This MOU shall expire on June 30, 2021.

Leticia Hernandez (Signed Electronically)

June 9, 2020 9:14 a.m.

NATIONAL SCHOOL DISTRICT

DATED

Irma Sanchez (Signed Electronically)

June 9, 2020 9:14 a.m.

NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

DATED