

MEMORANDUM OF UNDERSTANDING BETWEEN  
NATIONAL SCHOOL  
DISTRICT AND  
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION REGARDING THE  
CORONAVIRUS PANDEMIC DURING THE 2020-21 SCHOOL YEAR

July 30, 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 distance learning in the 2020-21 school year.

**Definitions**

- a. Distance Learning- Defined as learning and or study that takes place online, when teachers and students do not meet in person.
- b. Asynchronous Learning- 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.
- c. Synchronous Learning- Defined as online instruction, that takes place in real time with the classroom teacher and a student or students.

**Distance Learning**

NSD will adhere to AB-77 sections 43500 et seq regarding Distance Learning and Instructional Minutes. "Distance learning" means instruction in which the student and instructor are in different locations. Daily live interaction with certificated employees and peers will be provided for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. Daily live interaction shall be designed to meet the needs of students at the discretion of the teacher.

**1. Duty Day**

- a. Duty Day: The parties agree work shall occur within the normal duty day as outlined in Article 6.2.a of the collective bargaining agreement (CBA). However, unit members shall have reasonable scheduling flexibility to provide instruction within the daily schedule developed in consultation with the site administrator, as provided in Article 6.2.c of the CBA. All unit members shall have 60 minutes daily (excluding minimum days) designated for preparation and planning to be used at the member's discretion.

- b. Beyond daily instructional minute requirements set forth in 1c, the duty day will include but, is not limited to, providing academic and other supports designed to address student needs, progress monitoring, email, planning and preparation, record keeping, IEP case management and meetings, and/or collaboration unless otherwise outlined in Article 6 Hours.
  - i. Staff meetings and minimum days will be held in accordance with Article 6.M of the CBA.
- c. Instructional Minutes: Certificated members who provide instruction to students (teachers and support personnel) shall be responsible for instructional minutes. For the 2020-2021 school year, the minimum instructional minutes during the duty day shall be as follows:
  - 180 instructional minutes in kindergarten;
  - 230 instructional minutes in grades 1 to 3, inclusive;
  - 240 instructional minutes in grades 4 to 6, inclusive;
  - Preschool/TK instructional minutes shall be consistent with state regulations.
- d. Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lessons, assessments, and instructional methodologies used shall be at the discretion of the teacher, provided that they meet all distance learning and instructional minutes requirements stated in this MOU. The time value, as determined by the classroom teachers and/or support personnel, of all services and instruction provided shall count towards instructional minutes (ED Section 43502).
- e. Support Personnel and classroom teachers shall develop a schedule to facilitate coordination of services and teaching. This schedule shall be provided to impacted site unit members as well as administration.
- f. Teachers will be expected to take daily student attendance and notify the administration as soon as practicable if there are concerns with attendance, participation and/or connectivity issues. A student who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher. Evidence of daily student participation in distance learning shall be obtained using:
  - i. evidence of participation in online activities and live interaction;
  - ii. completion of regular assignments and/or assessments;
  - iii. contacts between employees of the District and students or parents or guardians.

## 2. Special Education

- a. Special education, related services, and any other services required by a pupil's Individualized Education Program (IEP) pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, shall be implemented, with accommodations to ensure that each IEP is executed in a distance learning environment.
- b. Special Education teachers will accommodate and/or adapt lessons to meet the needs of students' IEPs.
- c. Support Personnel will document distance learning opportunities as well as the time value of such opportunities through the use of available Learning Management Systems and

Teletherapy Systems. Service providers of students with disabilities will make a reasonable effort to communicate with classroom teachers, students and/or the parent/guardian as appropriate.

### **3. Work Location, Safety and Classroom Access/Materials/Supplies**

- a.** During any period of school closure, unit members will provide distance learning from a remote work location. Unit members may, with approval from their site administrator, work from their regularly assigned classrooms. For unit members providing distance learning from their classrooms, the District will ensure working conditions are in compliance with all applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the document titled COVID-19 Industry Guidance: Schools and School-Based Programs.
- b.** The District will process unit member requests to work out of their classrooms on a case-by-case basis.
- c.** All unit members working from remote locations will be required to verify that they will conduct their work in a location that is safe and free of obstructions, hazards, and distractions, and that they will report to Human Resources any serious injury or illness occurring during working hours in the remote workspace or in connection with their employment as soon as practically possible.
- d.** Unit members shall not be directed or required to report to their worksite while the worksite is closed. The District shall inform all unit members of the necessary supplies and/or equipment needed for them to successfully provide distance learning. Unit members shall be given the opportunity to retrieve appropriate supplies and/or equipment from their classroom/workspace to help facilitate distance learning from the remote location.
- e.** For the safety of all school staff, only school employees, necessary contractors, and children attending childcare programs (if applicable) shall be allowed on campus during school closures.
- f.** Childcare, if provided by the District, shall only be in rooms that are not occupied by a teacher conducting instruction, or rooms that are vacant, unless the impacted unit member has been provided advance notice and the opportunity to secure belongings in the classroom.
- g.** Relevant safety guidelines provided by the California Department of Public Health (CDPH), San Diego County Health Officer, and District Policy and County Public Health orders shall be provided to all unit members prior to the start of the school year. As guidelines and orders change, employees shall be notified immediately through district email and postings on the campus.
- h.** Unit members who have been granted permission to work out of their classrooms shall have access to all appropriate cleaning supplies in all common areas and teacher workspaces.
- i.** Unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties, provided that the unit member obtains prior site administrator approval and follows all other requirements in the District's expense reimbursement procedures.
- j.** In order to effectively provide distance learning services from a remote location, unit

members must have access to adequate internet service. The parties understand that the reimbursement provisions in this MOU do not include reimbursement for internet service. If a unit member does not have access to adequate internet service, the unit member will confer with his/her site administrator to discuss available alternatives, which shall include access to a hotspot.

- k. Unit members working remotely shall not be liable for damage to District equipment, except in cases where damage was caused by the unit member's negligence while in care of the equipment.
- l. Unit members will follow the process at their school sites for unit members to order appropriate instructional materials and supplies.

#### **4. Technology**

- a. The District shall provide unit members technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on distance learning platforms and instructional materials.
- b. Unit members experiencing technical difficulties will contact tech support as soon possible. Issues that are not immediately resolved will be reported to the site administrator to minimize disruptions to distance learning.
- c. Unit members will utilize only the following District-approved learning management systems (LMS) and platforms when providing distance learning: Schoology and PresenceLearning, and Teletherapy. The parties agree the intention is not to create additional workload through use of a LMS, but also understand implementing a new LMS may have unanticipated impacts and effects on the duty day and other areas subject to negotiation. As such, the parties agree to meet and confer over workload issues, or other issues within the mandatory scope of bargaining, as necessary.
- d. The District may through Consultation, expand approved platforms to ensure equitable access for all unit members and students.
- e. The District technology help line will be available to provide support and assistance.
- f. To ensure students are successful in distance learning, the District shall provide parents/guardians and students with initial support in their use of District-approved learning management systems and platforms.
- g. Unit members providing distance learning instruction shall be made aware of and adhere to all relevant acceptable use policies. Any recording of live/synchronous virtual instruction is required to have the consent of the unit member. The Association reserves the right to negotiate applicable impacts and effects any subsequent changes to the acceptable use policy.

#### **5. Professional Development**

- a. Prior to and during the first week of the school year, the District shall provide professional development to all unit members on the use of District-provided learning management systems and platforms, and adherence to appropriate health and safety measures set forth in the CDPH guidelines and San Diego County Health Officer orders. The District may also offer professional development in:

- i. Utilizing District-Adopted Curriculums in a Distance Learning Model
- ii. Professional Development Specific to Job Assignment
- iii. Quality Online Learning
- iv. Designing Lessons for Distance Learning
- v. Modified Pacing Guides and Curriculum Maps
- vi. Implementation of IEP Services in Online Learning Setting

The District reserves the right to provide training in additional areas as needed to ensure distance learning is effective and that unit members are in compliance with health and safety guidelines. The Association shall provide input on the training provided via Consultation.

- b. Unit members may elect to participate in professional development in the foregoing areas on August 17 and 18, 2020, which will be paid at the unit member's per diem hourly rate in accordance with Article 15 of the collective bargaining agreement. If unit members do not participate in professional development on these dates, they must participate on the week of August 24<sup>th</sup> as stated below.
- c. During the week of August 24, unit members will provide 1 daily live interaction per workday with students not to exceed 120 mins of synchronous instruction/services per workday which will focus on SEL, relationship building, routines and procedures for distance learning, and placement/formative assessments. Remaining instructional minutes shall be asynchronous for students and teachers as described in 1.j. For unit members who did not participate in professional development on August 17 and 18, the remainder of each duty day during the week of August 24 shall also include 120 minutes of mandatory professional development.

## **6. Enrichment Teachers**

- a. Enrichment teachers shall be given access to the District's Learning Management System to create their own classroom.
- b. Enrichment teachers shall provide appropriate standards-based lessons, activities, and/or other support to students which is consistent with regular assignments and job descriptions and in accordance with AB-77.

## **7. District Resource Teachers**

Unit members who do not have a class roster District Resource Teachers shall provide support to students and classroom teachers which may include providing lessons and/or units of study, activities, virtual field trips or other support which is consistent with regular assignments and job descriptions.

## **8. Preschool Teachers**

The terms and conditions outlined in Article 3 Preschool Teachers Special Provisions, of the Collective Bargaining Agreement, shall remain in full effect. All terms and conditions expressed in this MOU shall be applicable to preschool teachers excluding those referencing provisions of the CBA which do not regularly apply to preschool teachers.

**9. Evaluation**

- a. Unit Members will be evaluated for as agreed upon in the Collective Bargaining Agreement during school closures. The parties agree the context of the 2020-2021 school year is extraordinary, and the pedagogy and methodology of teaching and learning is undergoing rapid change. As such, evaluations of teaching and learning should reflect an intended growth model for unit members. In order to allow time for bargaining unit members and administrators to adjust to the realities of teaching and learning in distance learning. During the first six weeks of the 2020-2021 school year, observations and/or walkthroughs shall not be included in the unit member's summary evaluation. This does not limit the District's ability to otherwise conduct informal observations and walkthroughs during this period, for the purpose of providing the unit member with non-evaluative feedback.
  - i. All permanent unit members will have the option to be evaluated using the Alternative Evaluation in Article 11.2.D of the collective bargaining agreement.
- b. Unit members shall not be disciplined for inappropriate behavior of other people in their own household or students while they are engaged in Distance Learning. Unit members will otherwise adhere to the standards of the teaching profession while conducting online opportunities or participating in professional development.

**10.** Instead of providing hard copy documents to the unit members, the District may provide documents electronically.

**11.** 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.

- a. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and confer as needed regarding subjects within the mandatory scope of bargaining, including safety, leaves, and others, as well as those subject to consultation.
- b. Given the fast-changing nature of this pandemic, NCETA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

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

**Leticia Hernandez(signed electronically 11:55 a.m.)**

**July 30, 2020**

FOR NATIONAL SCHOOL DISTRICT

DATED

**Irma Sanchez (signed electronically 11:50 A.M.)**

**July 30, 2020**

FOR NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

DATE