

**Memorandum of Understanding
Between
National School District
and
National City Elementary Teachers Association
to fully settle limited reopeners on Salary and Benefits for 2020-2021 School Year
July 15, 2020**

This Memorandum of Understanding ("MOU") is entered into by and between the National School District ("District") and National City Elementary Teachers Association ("NCETA") (collectively, the "Parties") for the purpose of settling limited reopeners on salaries and health and welfare benefits pursuant to Article 18.2 of the parties Collective Bargaining Agreement, as well as providing an incentive payment for eligible unit members who provide the District with timely notice of their resignation/retirement from their District employment.

The parties hereby agree as follows:

Retirement Notice Incentive

1. In exchange for written notice of an eligible unit member's irrevocable resignation (with the exception in 2.d below), based on the eligibility criteria specified below, the District will contribute a 40% of each participant's annual salary into a 403(b) tax sheltered annuity plan. The District's contribution will be deposited into the 403(b) plan over a three-year period, as follows: 15% in Year 1, 15% in Year 2, and 10% in Year 3.
2. In order to be eligible for this retirement incentive, unit members must:
 - a. Be at least fifty-five (55) years old as of August 18, 2020 (for unit members retiring prior to the start of the 2020-21 school year) or June 30, 2021 (for unit members retiring at the end of the 2020-21 school year).
 - b. Be in good standing and in active employment status with the District. Unit members on unpaid leave and/or on a statutory reemployment list shall be eligible for this retirement incentive.
 - c. Submit a signed, irrevocable notice of resignation/retirement from the District as follows: (1) for unit members retiring prior to the start of the 2020-21 school year, by no later than 4:00 pm on August 14, 2020 with an effective resignation/retirement date of no later than August 18, 2020; and (2) for unit members retiring at the end of the 2020-21 school year, by no later than 4:00 pm on October 31, 2020 with an effective resignation/retirement date of no sooner than June 30, 2021.
 - d. For this retirement incentive to be effective, the District must receive the resignation/retirement notices of at least twelve (12) eligible unit members by 4:00 pm on

October 31, 2020. In the event the District does not receive at least 12 resignation/retirement notifications, unit members may rescind their notice of resignations/retirements as follows:

- i. Unit members who submit their resignation/retirement notice on or before August 14, 2020, will have the opportunity to rescind their notice of resignation/retirement by 4:00 pm on August 18, 2020, in which case they will continue their employment in the 2020-21 school year. This does not prevent these unit members from later resubmitting their resignation/retirement notice on or before October 31, 2020, as provided above. The District shall notify each member who submitted the resignation/retirement the status of the retirement incentive no later than August 15, 2020 at 5 p.m.
 - ii. Unit members who submit their resignation/retirement notice on or before October 31, 2020, will have the opportunity to rescind their notice of resignation/retirement at any time prior to June 30, 2021.
 - iii. The parties understand and agree that, except as permitted in paragraph 2(d)(i) and (ii), above, a unit member's notice of resignation/retirement is irrevocable. Rescissions will only be permitted if the District does not receive at least twelve (12) resignation/retirement notifications by the dates specified above.
3. This MOU is entered into for the purpose of achieving cost savings to address budget reductions caused by the Covid-19 pandemic. For the 2020-2021 school year, there shall be no layoffs implemented of NCETA bargaining unit members, in accordance with state law.

Article 15 - Salaries

Effective July 1st, 2020, a 1% cost-of-living-adjustment will be applied to all unit member salary schedule.

Article 14 - Health and Welfare Benefits

Status Quo

IT IS SO AGREED:

For NCETA:

For the DISTRICT:

By: Irma Sanchez 2:48 p.m.

By: Leticia Hernandez 2:48 p.m.

Dated: 7/15/20

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