

MEMORANDUM OF UNDERSTANDING

Between

Natomas Teachers Association

And

Natomas Unified School District

CORONAVIRUS RESPONSE

This memorandum is agreed between Natomas Unified School District (“District”) and the Natomas Teachers Association (“NTA”), collectively referred to hereinafter as “the parties”, concerning the District’s response to the coronavirus (COVID-19) epidemic.

This Memorandum of Understanding sets forth the protocol and terms that the District and NTA have agreed upon to govern working conditions for NTA bargaining unit members due to the COVID-19 public health emergency.

The District and NTA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

The Parties agree that continuity of District instruction is important for and provisions should be made for District employees who are impacted by the epidemic.

Defining “Distance Learning”

In the light of the fact that the District has called for school closures, NTA 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--as long as their services are not otherwise required as Disaster Service Workers--and students to engage in a unique education delivery model (Distance Learning) that will provide teachers an alternative method of delivering instructions that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

In the interest of implementing Distance Learning, the parties agree:

1. Bargaining unit members (“staff”) will receive time to prepare lessons and resources in order to align with the following schedule:
 - a. Week of March 23: teachers will plan and prepare lessons using existing instructional platforms suitable for Distance Learning. If a staff member struggles with remote Internet access, they will contact their Principal, and the District will endeavor to support them with temporary remote Internet access.
 - b. Weeks of March 30 and April 6: teachers will begin to “pilot” lesson plans with students as families are provided orientation and necessary resources.
 - c. Week of April 13: the District will be on its regularly scheduled spring break and students will not be provided new instruction.
 - d. Weeks of April 20 - May 21: Staff will provide instruction through Distance Learning.

2. Staff will use currently existing instructional platforms suitable for Distance Learning, and will not be expected to employ additional platforms through the end of the school year. The standard platform for the District is through Google, however, programs such as Class Dojo and others used by teachers as their primary platform are acceptable.
3. Staff may collaborate as necessary and appropriate while they are engaged in Distance Learning. It is expected that collaboration meetings will be conducted in a manner that adheres to Center Disease Control, Sacramento County Public Health, and state guidelines. Recognizing this unique situation, time and manner of collaboration will not be determined by District or site administration.
4. While staff may not have a set daily schedule in light of the challenges presented during this pandemic related to things impacting them personally (i.e. childcare), staff ~~will be expected to consistently provide instruction, resources and support to students through Distance Learning. Staff will consistently when they will be available to students and families for that week, to be the equivalent of one hour per day via email and/or other virtual platforms to respond to and support students' needs.~~
5. Distance learning activities provided to students shall include enrichment, engagement, and review. The activities provided will not require summative assessments or grading. In addition, students will be held "harmless", and will not receive a lesser grade than their current grade as a result of engaging in Distance Learning during this unprecedented time. This aligns with the State Superintendent of Public Instruction's recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and where students need support. Students will, however, be able to earn a higher grade as a result of engaging in Distance Learning, and if appropriate, may be assigned APEX as an option for credit recovery.
 - Due to the unique needs at our continuation high school (DHS), we will work with the staff to ensure that students are properly supported toward earning credits toward graduation.
6. Current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. In addition, it is recognized that staff may be developing activities to be delivered via a new modality, and as such, they shall not be evaluated or disciplined based on the "quality" of those lessons and instruction during this crisis.
7. School Psychologists may provide appointments to students for social emotional needs as possible. Any appointments scheduled can be conducted virtually or by district provided cell phone/equipment.
8. Counselors may provide appointments to students for academic counseling as possible. These appointments or conversations may be conducted via email or when appropriate via tools such as Google Hangout.
9. Unit members who are exposed to the coronavirus and are required to be quarantined or who self-quarantine shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave. Unit members who are not available to work remotely may use any available sick leave or other applicable leaves consistent with the CBA.


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10. Specific provisions related to offering Special Education services are not included in this MOU and will be addressed as more federal and state guidance is provided in a separate agreement.
11. Specific provisions related to some of our specialty secondary programs are not included in this agreement and may still need to be negotiated, such as IB requirements.
12. Bargaining unit members' compensation and benefits shall not be reduced as a result of the emergency school closure.
13. Other items regarding school closures and the crisis may still need to be negotiated.
14. This MOU shall expire on June 30, 2020, but may be extended by mutual written agreement.


The undersigned represent that they are authorized to execute this MOU.

For the District:

 3/18/2020

Chris Evans
Superintendent

For the Association:

 3/13/2020

Brenda Borge
NTA President