MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

AND

NEVADA JOINT UNION HIGH SCHOOL TEACHERS’ ASSOCIATION

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers’ Association ("Association") enter into this Memorandum of Understanding ("MOU") on the date first set forth below, as to the following:

WHEREAS, the District and the Association recognize the extraordinary circumstances associated with Public Safety Power Shutoff days during the 2019-2020 school year;

NOW, THEREFORE, the District and Association agree to the following:

Both parties will reopen the 2020-2021 calendar to amend start and end dates in order to reflect an additional two (2) for a total of four (4) Emergency Closure Days.

- NJUHSTA is willing to concede, for the 2019-2020 school year, the calendared minimum day on March 25, 2020 in an effort to recapture student instructional minutes.

- For the 2019-2020 school year, the District agrees to waive all but twelve (12) hours of bargaining unit members make up time stemming from Article 12.11 Emergency Closure Days language. The District agrees to honor designated timecard hours reflecting any job-related duties that occur outside of bargaining unit members contracted time from the date of the first school closure, October 9, 2019 through June 15, 2020.

- Both parties agree to amend Article 12.11 Emergency School Closure Days, to take effect beginning in the 2020-21 school year.

12.11 Emergency School Closure Days: In the event of an emergency school closure, including, but not limited to snow days, natural disaster, quarantine, power shut-off days, or government order (beyond calendared Emergency School Closure days), the District shall seek a J-13 waiver for average daily attendance credit the time days missed during the period(s) of emergency. Unit members shall receive their daily rate of pay and benefits during emergency closure days. If instructional make-up days are required by law, the board will calendar the make up student days to commence immediately following the last day of the school year. If the waiver is granted, unit members shall be responsible for making up three (3) hours of job-related duties for each emergency school closure day, not to exceed a total of eighteen (18) hours. The District shall honor designated timecard hours reflecting any job-related duties that occur outside of bargaining unit members.
contracted time. Extra “non-teaching duty” hours may be counted with advanced approval by site administration.

Should an Emergency Closure Day occur on contracted professional development day(s), certificated bargaining unit members shall submit a timesheet to reflect six (6) hours of professional development make-up time (for activities approved by district administration) for each missed PD day. In the event that make-up is necessary, the Association will negotiate appropriate activities with the District.

• If the waiver is approved and students are not required to attend make-up student days, unit members shall submit a timesheet to reflect six (6) hours of make-up time stemming from a non-student-attendance day. District and/or site administration will provide guidance as to appropriate activities for acquiring such hours. The make-up time shall take place and time sheets shall be submitted after the emergency school closure date and before June 15th.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Brett W. McFadden, Superintendent

Dated: February 28, 2020

NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

Jessica Lee, Association President

Dated: February 28, 2020