MEMORANDUM OF UNDERSTANDING
BETWEEN NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AND
NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

March 19, 2020

The Nevada Joint Union High School District ("District") and Nevada Joint Union High School Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools ("emergency school closure") and move to distance learning strategies to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the Coronavirus/COVID-19 during the 2019/20 school year.

1. Unit members shall have the option to work from home or on campus, if deemed safe for staff to do so, during the emergency school closure.
2. Unit Members’ compensation and benefits shall not be reduced as a result of the emergency school closure. This includes all stipends for the remainder of the year.
3. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This may include enrichment, intervention and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of their students. The work provided will not require summative assessment or grading.
4. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
5. Evaluations shall be paused for the duration of any school closure (modified or otherwise). It is understood that teachers may be developing lessons to be delivered via a new modality. Unit Members shall not be evaluated based on the “quality” of those lessons or instruction during this crisis.
6. The District shall provide two (2) full days of training/planning/preparation on March 23 (3/23) and March 24 (3/24) prior to implementation of any distance learning model. In the event special circumstances prevent a unit member from attending the training(s) or any on campus event, the unit member shall make special arrangements with their site administrator or supervisor.
7. The District shall submit a “J-13A waiver material decrease request”, and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") in order to mitigate the loss of ADA funding.
8. Upon the State/County/District determining schools safe to open, the District shall provide no less than one day of preparation to all unit members to prepare for the return to the classroom with students. This district will ensure that all classrooms, joint work areas, and facilities have been disinfected to the full extent possible.

9. Unit members shall not be required to make up non-teaching duty hours or any other contractual assignments missed as a result of the emergency school closure.

10. Unit members shall not have any leave deducted during the span of the school closures. Further, if any leave has been deducted since the start of the closures, they shall be restored to the affected unit member(s).

11. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

12. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

13. The District will provide unit members 24-hour notice, by phone and email, of the need to return to the worksite when necessary as authorized by the District Office in consultation with NJUHSTA. In the event special circumstances prevent an employee from attending the training(s) or any on campus event, the employee shall make special arrangements with their site administrator or supervisor.

14. This MOU resolves the negotiable effects of school closures due to the Coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-20 school year.

This MOU shall expire on June 30, 2020 or when the National/State/Local government(s) has lifted the Declaration of Emergency, but may be extended by mutual written agreement.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

[Signature]
Brett W. McFadden, Superintendent
Dated: March 19, 2020

NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

[Signature]
Jessica Lee, Association President
Dated: March 19, 2020