

**MEMORANDUM OF UNDERSTANDING
BETWEEN DELHI UNIFIED SCHOOL DISTRICT
("DISTRICT") AND DELHI TEACHERS ASSOCIATION/CTA/NEA
("ASSOCIATION")**

**Distance Learning and Reopening of School 2020-2021
Tentative Agreement**

This Memorandum of Understanding ("MOU") is entered into by and between the DELHI UNIFIED SCHOOL DISTRICT ("District") and the DELHI TEACHERS ASSOCIATION/CTA/NEA ("Association"). The District and Association are hereinafter collectively referred to as "the parties." The parties enter into this MOU, which recognizes the need for an adjusted work environment, distance learning, and teaching expectations as a result of the current national crisis, specific to the COVID-19 (Coronavirus) and its effects.

Whereas, the parties recognize the importance of maintaining safe facilities, operations, curriculum, and instructional delivery via online distance learning and/or materials aligned to the District's adopted core curriculum. This is for the benefit of the students and communities served by the District and its teachers and staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Whereas, it is understood and agreed that the District retains all of its powers in the Collective Bargaining Agreement between the District and the Association under Article 4 - District Rights, and Article 5 Association Rights. Whereas, the parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19.

As of the date of this MOU, the parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. Due to the fluidity of the situation, the parties agree to meet and negotiate additional terms as deemed necessary.

Pursuant to SB 98, the District intends to begin the 2020-2021 school year utilizing a distance learning model. In person instruction will begin no sooner than: Fourteen (14) days after Merced County has removed our district from the state's monitoring list, following public health guidelines and with an agreement to return to the table to negotiate the impacts of the transition to hybrid/in-person learning.





To that end, the parties agree as follows:

I. Work Year

1. The teacher work-year shall begin on August 10, 2020 and end on June 4, 2021.
(Removing October break and a week from January-Winter Break; additionally, there will be an unpaid break between August 12 and August 18, 2020).
 - a. August 10, 2020, will be a professional development day for all teachers.
 - b. August 11, 2020 will be a half professional development day and half student material preparation day for all teachers.
 - c. DTA will ensure that teacher volunteers will distribute student materials on August 12 and 13, 2020. Schedule to be determined by the site administrator.
 - d. August 10 and 11, 2020, will be exchanged for teacher non-work days (Student learning day as detailed in section e below).
 - e. September 18, 2020 & October 16, 2020, will be non-work days for teachers. Prior to those days, teachers will assign asynchronous work to students for those days. The work assigned will be substantial enough to replicate a day of synchronous learning. Teachers will prepare lessons for these asynchronous opportunities during their scheduled teacher outreach intervention periods during the week of said asynchronous instruction. The scheduled staff meeting on the following Mondays will be used for intervention opportunities with students.

II. Distance Learning Procedures/Leaves

1. Teachers will report to their worksite to provide distance learning instruction from their classroom. If the Unit member believes they qualify for an exemption under Families First Coronavirus Response Act (FFCRA/HR 6201), they must contact Human Resources immediately. Additionally, unit members may work remotely subject to the conditions below:
 - a. Unit members are in a high risk category for COVID and obtain verification from a licensed physician.
 - b. Unit members have an immediate family member in the same household who is at risk for COVID.
 - c. Unit members have minor children at home to care for.
 - d. Unit members are required to quarantine but are not sick and provide verification.



2. Unit members who work remotely shall comply with all district policies, administrative regulations, work schedules, and job assignments. Unit members working remotely shall do so within regular work hours established for the position. Unit members working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.
3. Lack of responsiveness and failure to comply with any of the expectations listed above on the part of a unit member may result in termination of remote work arrangements after notification and discussion with the DTA president and the site administrator in coordination with the Human Resources Department.
4. The District will continue to provide unit members with technical support via virtual tools. This may include access to technical support, personnel helplines (company/publisher), or other technical support from the District and/or staff with regards to instruction on distance learning platforms and instructional materials as needed.
5. In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the designated school staff members and appropriate District school personnel shall ensure that all IEPs can be executed in a distance learning environment.
6. In-person meetings may be limited during the period of distance learning (including but not limited to, staff meetings, 504s, IEPs, SSTs, LATs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). Meetings shall be held virtually when practicable. Exception: IEPs/Parent meetings may be held in person by mutual consent of the teacher, parent, and administration.
7. Administrators may visit Google Meets during instructional time. School site administrators will be added to all Google Classrooms at their sites as students unless the unit member has elected to work remotely, in which case site administrators would be added as co-teachers. Site administrators are being added to Google Classroom for the purposes of monitoring/supporting the communication and instruction being provided by the teacher.
8. All students will receive synchronous and asynchronous instruction and content five days per week through distance learning per the prescribed daily instructional schedule. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher and in keeping with the implementation of the District core adopted curriculum. All content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
9. All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction shall take the form of Google Meets communication, unless Google Meets is



unavailable, in which case telephonic communication would be acceptable, or by other means permissible under public health orders.

10. The District will ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
11. According to Education Code 43501, and as amended by SB98, the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
 - a. When providing distance learning, 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 lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
 - b. Schedules will meet the following minimum requirements:
 - i. TK-6th: 30 minutes designated ELD; 95 minutes Math; 105 minutes ELA/SLA whole group; 30 minutes PE 2 days a week, 2 days per week music; 20 minutes SEL ([See Attached Sample Schedule](#)).
 - ii. 7-12 Modified Early Release Schedule. 282 Student instructional minutes ([See Attached Schedule](#)).
12. Unit members shall provide distance learning based on District adopted instructional programs and/or curriculum. Unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner (within 24-72 hours), supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.
13. Unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, outreach hours interactive instruction shall be scheduled during the same times each week. Unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
14. Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the unit member opportunities to provide the student encouragement and feedback.
15. Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal (Educational Code Section 51512).

16. The District will provide all unit members the necessary classroom equipment and supplies in order to provide distance learning, from your classroom such as: a laptop computer with camera and any other items normally provided during in-person learning as practicable.

III. Distance Learning Accountability Requirements

1. The District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
 - a. Evidence of daily student participation in distance learning shall be obtained using:
 - i. evidence of participation in online activities;
 - ii. completion of regular assignments and/or assessments; and
 - iii. contacts between employees of the District and pupils or parents or guardians.
2. The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous and/or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
3. The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require teachers, school site administrators and/or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of Education Code Sections 43504(f).
4. Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

IV. Evaluations/Pay and Benefits

1. While working under a distance learning model, or during a period of total emergency school closure, unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.
 - a. Notwithstanding the foregoing, the parties agree to permit use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency, through December 31, 2020.

V. Evaluations

1. Evaluations of teachers for the 2020-21 school year evaluation cycle will continue as planned. Permanent teachers will be allowed the option of submitting a video recorded presentation of their teaching lesson with students in Google Meets, in lieu of an in person observation of the same. The evaluation of teachers shall continue as outlined in the CBA, but shall not commence until 8 weeks into the school year.

VI. Health and Safety Protocols

The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the County Department of Health issued as of July 30, 2020 and any other guidance or orders issued by these entities during the term of this agreement. Face coverings are required to be worn properly at all times by all bargaining unit members on a school campus. In compliance with state guidelines.

1. All closed schools and worksites will be decontaminated in accordance with Cal/OSHA COVID-19 guidelines before staff or students return.
2. Daily Cleaning and Disinfecting
 - a. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
 - b. Daily cleaning and disinfecting as described in Section 3.30 shall be done by trained personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the reasonably comprehended scope of duties in the bargaining unit member's job description.
 - c. Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.
3. Decontamination of Classroom Spaces
 - a. Decontamination of classroom spaces and staff workspaces shall be completed as required by Cal-OSHA guidelines. Decontamination shall be done by trained, qualified personnel professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
4. Air Ventilation and Filtration (In Common Areas- Office, Teacher Lounge, Bathrooms, Library)
 - a. The parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be

encouraged to keep them open depending on weather, temperature, or air quality conditions.

- b. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
 - i. HVAC air filters shall be equipped with filters that maximize central air filtration, which are changed quarterly when the school/classroom/portable is occupied by bargaining unit members.
 - c. If an individual tests positive for COVID-19, the District will pull the HVAC filter(s) at the school site classroom/portable to be tested for the presence of COVID-19, if such a test is available. The test results shall be shared with the Public Health Officer and the Association President.
 - d. If an individual tests positive for COVID-19, the District will change all HVAC filters in the air-flow system of the specific HVAC machine.
5. Unit members working on-site will complete a self-health assessment, also known as a Passive Attestation(s), prior to leaving their home.


VII. Substitute Coverage

1. In the event the virtual class is without a teacher or substitute teacher, asynchronous learning will be assigned by the teacher.

VII. Other

1. Non-Precedential Agreement: All components of the current CBA between the Association and District not addressed by the terms of this MOU shall remain in full effect. This MOU is a non-precedent setting document.
2. The parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates or directives.
3. This MOU establishes no past practice or precedent and shall expire upon return to in-person learning, unless extended or shortened by mutual written agreement.

Appendix A - [Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under Families First Coronavirus Response Act](#) (U.S. Department of Labor)


Adolfo Melara, Superintendent


Christine Avila, President of DTA



07/30/2020
Date Signed

7-30-20
Date Signed

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



x	Time	Monday	Tuesday	Wednesday	Thursday	FRIDAY
10	8:20 - 8:30	SEL-Welcome	SEL-Welcome	SEL-Welcome	SEL-Welcome	SEL-Welcome
60	8:30-9:30	GoMath!	GoMath!	GoMath!	GoMath!	GoMath!
10	9:30-9:40	Student Brain Rest (students stay logged in)	Student Brain Rest (students stay logged in)	Student Brain Rest (students stay logged in)	Student Brain Rest (students stay logged in)	Student Brain Rest (students stay logged in)
35	9:40-10:15	GoMath! - Small Group Instruction	GoMath! - Small Group Instruction	GoMath! - Small Group Instruction	GoMath! - Small Group Instruction	GoMath! - Small Group Instruction
35	10:15-10:50	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*
40	10:50-11:30	Lunch	Lunch	Lunch	Lunch	Lunch
30	11:30-12:00	Teacher Outreach/PD/Student Brain Rest (students may log out)	Teacher Outreach/PD/Student Brain Rest (students may log out)	Teacher Outreach/PD/Student Brain Rest (students may log out)	Teacher Outreach/PD/Student Brain Rest (students may log out)	Teacher Outreach/PD/Student Brain Rest (students may log out)
30	12:00-12:30	Designated ELD	Designated ELD	Designated ELD	Designated ELD	Designated ELD
40	12:30-1:10	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*
30	1:10-1:40	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*	BM Advance / Adelante*
30	1:40-2:10	TK - 3 Music (Teacher Collab/Outreach)	TK - 3 PE (Teacher Collab/Outreach)	TK - 3 Music (Teacher Collab/Outreach)	TK - 3 PE (Teacher Collab/Outreach)	TK - 3 PE (Teacher Collab/Outreach)
		4 - 6: PE (Teacher Collab/Outreach)	4 - 6 Music (Teacher Collab/Outreach)	4 - 6: PE (Teacher Collab/Outreach)	4 - 6 Music (Teacher Collab/Outreach)	4 - 6 Music (Teacher Collab/Outreach)
10	2:10-2:20	SEL-Closure	SEL-Closure	SEL-Closure	SEL-Closure	SEL-Closure
30	2:20 - 2:55	PD/Intervention	PD/Intervention	PD/Intervention	PD/Intervention	PD/Intervention

280

instructional minutes

7-12 Daily Schedule			
Period	Start time	End Time	Minutes
Period 1	8:00	8:42	42
Transition time	8:42	8:46	4
Period 2	8:46	9:26	40
Student Brunch	9:26	9:35	9
Transition time	9:35	9:39	4
Period 3	9:39	10:19	40
Transition time	10:19	10:23	4
Period 4	10:23	11:03	40
Lunch	11:03	11:43	40
Transition time	11:43	11:47	4
Period 5	11:47	12:27	40
Transition time	12:27	12:31	4
Period 6	12:31	1:11	40
Transition time	1:11	1:15	4
Period 7	1:15	1:55	40
Transition time	1:55	1:59	4
PD/Outreach/Intervention	1:59	3:05	66

7-12 Daily Wednesday Schedule			
Period	Start time	End Time	Minutes
Period 1	8:00	8:42	42
Transition time	8:42	8:46	4
Period 2	8:46	9:26	40
Student Brunch	9:26	9:35	9
Transition time	9:35	9:39	4
Period 3	9:39	10:19	40
Transition time	10:19	10:23	4
Period 4	10:23	11:03	40
Lunch	11:03	11:43	40
Transition time	11:43	11:47	4
Period 5	11:47	12:27	40
Transition time	12:27	12:31	4
Period 6	12:31	1:11	40
Transition time	1:11	1:15	4
Period 7	1:15	1:55	40

Student Instructional Minutes:		282 minutes
Teacher Instruction Minutes:		240/242 minutes
Every teacher has one (1) preparation period		