

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DELHI UNIFIED SCHOOL DISTRICT ("DISTRICT")  
AND  
DELHI TEACHERS ASSOCIATION/CTA/NEA ("ASSOCIATION")  
(COVID-19)**

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 instruction delivery via online distance learning and paper packets aligned to the District's 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. Methods will include on-line instruction based on the adopted programs and/or take home packets, Google classroom, Google hangout meetings, phone calls, emails, text reminder applications, and other means of safe distance communication such as Class Dojo and Parent Square. DUSD distance learning will be expanded to the elementary grades beginning on April 27, 2020.

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. And whereas, the District's school closure began on March 18, 2020, to prevent the spread of COVID-19 and allow local health authorities to identify potential exposure in Merced County.

**RECITALS**

The Parties negotiated a Collective Bargaining Agreement ("CBA") effective July 1, 2017, through June 30, 2020. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU and as such the Parties agree to the following actions which will be in effect beginning April 7, 2020 and expire on June 30, 2020:

**TERMS**

1. As a result of the closure of District facilities or operation due to the COVID-19 pandemic, Association bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment subject to the limitations in paragraph 12 below, or after appropriate due process. Association bargaining unit members will have the option to work from home or worksite to provide distance learning to students. Bargaining unit members may be directed to report to their worksite to provide services that cannot be provided remotely.
2. During a closure, Association bargaining unit members may be required to perform assigned work. Bargaining unit members must be reachable at all times during their regular work hours, abstain from alcohol or other substances, and report to work within two hours of notification to perform assigned duties if needed in an emergency situation as determined by the Superintendent. Non-emergency call backs will be given a minimum of twenty-four (24) hours notice.

3. Unit members will respond to communication requests from administration, students, and parents within 24 hours. Unit members will not be expected to communicate with students or parents on days designated for professional development by the District.
4. Professional Development will be scheduled by the district. The District will provide unit members with at least seven (7) calendar days notice of these events.
5. Bargaining unit members shall check their district email periodically throughout the day during regular contractual hours.
6. Administrators will provide unit members twenty-four (24) hours notice for online staff collaboration meetings (staff check-ins).
7. Unit members will provide their site administrators a weekly lesson plan, or weekly outline, or access to Google Classroom or any online platform as chosen by the unit member in collaboration with their site administrator aligned with the expected outcomes of each specific grade level and/or subject matter.
8. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District and/or staff, as well as instruction on distance learning platforms and instructional materials to the best of the Districts ability.
9. Special education services will be provided by Special Education teachers during the COVID-19 closure. Unit Members shall make contact at least twice a week via phone, email, and/or virtual contact with the students on their caseload to meet and collaborate. Unit members shall also communicate with the general education teacher(s) regarding student progress toward IEP Goals, as needed. Unit members will continue to monitor and document IEP goals and learning of the students on their caseload. This may change as we receive additional guidelines from the Merced County SELPA and/or the California Department of Education.
10. DTA unit members will provide Delhi USD students with distance learning and teaching at a minimum of three (3) times a week between the hours of 8:30 AM - 3:30 PM.
11. The Association and the District will support efforts to maintain funding under any applicable laws during a closure of any District facility due to the COVID-19 pandemic.
12. The Parties agree that all current adopted leave policies as set forth in Article 8 of the collective bargaining agreement and/or the California Education Code, and state and federal law will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
  - a. If an Association bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons unrelated to COVID-19, the bargaining unit member shall follow the District's appropriate leave request procedures.
  - b. Association bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. When the unit member contacts the District Office to report their

exposure, the District will follow temporarily modified Leave entitlements described in the FMLA/[HR 6201](#).

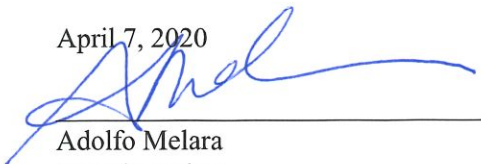
- c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Association bargaining unit member will not be expected to perform work.
  - d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency.
13. Evaluations of permanent teachers shall be reviewed and signed electronically if a minimum of two observations were completed prior to the school closure. If one observation was completed the unit member shall have the option of proceeding to the evaluation document. If not, the final observation and evaluation shall be completed within four weeks of school reopening. Unit members who have not had any observations during the 2019-2020 school year shall have their evaluation cycle moved to the 2020-2021 school year.
14. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 48-hour notice to all unit members to prepare for return to the classroom with students.
15. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the requirements of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties).
16. 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.
17. This MOU establishes no past practice or precedent and shall expire on June 30, 2020, unless extended or shortened by mutual written agreement.

**RATIFIED**

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law.

FOR THE DISTRICT:

April 7, 2020

  
\_\_\_\_\_  
Adolfo Melara  
Superintendent,  
Delhi Unified School District

FOR THE ASSOCIATION:

April 7, 2020

  
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Christine Avila  
President,  
Delhi Teachers Association