

**MEMORANDUM OF UNDERSTANDING BETWEEN
DELHI UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
REOPENING OF SCHOOL YEAR 2020-2021**

August 5, 2020

This memorandum is agreed between Delhi Unified School District ("District") and the California School Employees Association and its Delhi Chapter 234 ("CSEA") concerning reopening of school year 2020-2021 and the District's ongoing response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District, its teachers, and staff. The District and CSEA recognize the importance that all employees must take prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. On June 1, 2020, the District trained its employees in public health measures, hygiene, and sanitation to help prevent the spread of the COVID-19 virus and will continue its commitment to safety.

To these ends, the District and CSEA agree as follows:

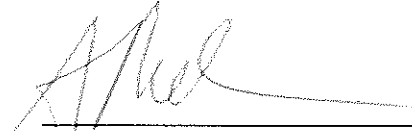
1. In the interest of protecting community and workplace health the during COVID-19 pandemic, the District encourages all employees in the District to follow and refer for guidance and updates from the Merced County Department of Public Health (MCDPH), COVID19.CA.GOV, Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO). In addition, all employees shall self-assess/self-attest at home before going to their worksite utilizing the COVID-19 Daily Illness/Health Assessment Form (Attestation Form) found in the District's Injury and Illness Prevention Program (IIPP) COVID-19 Addendum Appendix A (Adopted by the Board, June 9, 2020).
2. DUSD's Schools' COVID-19 Prevention Plan for reopening schools in School Year 2020-2021 is attached as Appendix A.
3. Employees that come in contact or tested positive for COVID-19, cannot have the expectation of privacy due to the contact tracing that must be done.
4. Employees may be directed to complete modified work, or work under modified conditions as directed until conditions are made safe for the completion of the original assignment or the need to support District or students' needs are no longer needed due to this COVID-19 pandemic.

5. In the event, a CSEA bargaining-unit employee is: quarantined or placed in an isolation order related to COVID-19 by a Federal, State, or Local authority; or has been advised by a health care provider to self-quarantine; or if the employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis, the employee may access Emergency Paid Sick Leave (CCFRA/HR 6201, See Appendix B - Employee Rights, expires December 31, 2020).
6. Under the Families First Coronavirus Relief Act (HR 6201), if an employee is caring for an individual subject to a Federal, State, or Local quarantine or isolation order related to COVID-19, or self-quarantine as advised by a health care provider to self-quarantine related to COVID-19; or is caring for a child whose school or place of care is closed (or care provider is unavailable) for reasons related to COVID-19; or if an employee is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, they may access Emergency Paid Sick Leave (CCFRA/HR 6201, See Appendix B - Employee Rights, expires December 31, 2020).
7. The District will provide reasonable accommodations for those employees with verifiable health or at high risk for COVID-19, or childcare needs as related to COVID-19. If the Unit member believes they qualify for an exemption (See numbers 4 and 5) under the Families First Coronavirus Response Act (FFCRA/HR 6201), they must contact Human Resources immediately.
8. The parties recognize that the COVID-19 pandemic and governmental response is evolving. Therefore, parties will comply with further state or federal legislation or orders as they affect the terms and conditions of components of the bargaining unit employees, and will bargain as needed over the effects of such further directives.
9. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in Article 22 - Grievance Procedure of the parties' Collective Bargaining Agreement.
10. This MOU shall be in effect from the signature date signed below to June 30, 2021, or after Merced County has removed our district from the state's monitoring list, following public health guidelines; or unless mutually shortened or extended in writing by the Parties.
11. The two hundred (200) day employees that have started work per the 2020-2021 school year calendar will take the days on the original calendar as comp time. They will follow the revised

2020-2021 calendar going forward. The comp time claimed during this change must be used in the 2020-2021 school year and not allowed to be carried over to future years. For the two hundred (200) day employees who have earned this comp time are able to claim all the hours worked.

12. This MOU established no past practice or precedent. Both Parties affirm they have the authority to enter into this binding MOU.

Delhi Unified School District:

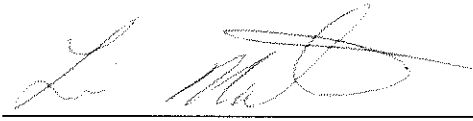


Adolfo Melara, Superintendent, Delhi USD

08/05/2020

Date Signed

California School Employees Association, Chapter 234:



Tim Matsen, President of CSEA, Delhi USD Chapter 234

8-5-2020

Date Signed