

MEMORANDUM OF UNDERSTANDING
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI UNIFIED SUPERVISORIAL GROUP
May 19, 2021

(Impacts and Effects of Return to In-Person Instruction for the 2020/2021 School Year)

This Memorandum of Understanding ("MOU") is agreed to between the Lodi Unified School District ("District") and the Lodi Unified Supervisorial Group ("LUSG" or "Association"), concerning the impact and effect of return to in person instruction in the 2020/2021 school year.

RECITALS

1. For the educational and emotional well-being of students, the Board made a fundamental educational decision to re-open schools and commence full in-person instruction at all grade levels on April 12, 2021.
2. All students, except those opting to remain in distance learning, have returned to school under the pre-pandemic bell schedule.
3. The parties agree to follow the guidance of the San Joaquin County Public Health Services which is based on the following:
 - COVID-19 Industry Guidance: Schools and School-Based Programs (<https://files.covid19.ca.gov/pdf/guidance-schools--en.pdf>)
 - COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19-K12-Schools-InPerson-Instruction.aspx>
 - Cal/OSHA COVID-19 General Checklist for Schools and School-Based Programs (<https://files.covid19.ca.gov/pdf/checklist-schools--en.pdf>)
4. Based upon guidance from San Joaquin County Public Health Services, the District will continue to maintain a web page with LUSD's most current information related to the COVID-19 pandemic located here: <https://www.lodiUSD.net/district/departments/business-services/maintenance-and-operations/safety-with-covid-information>

TERMS

1. To the extent that this Agreement conflicts with the CBA, this Agreement will prevail. All components of the current CBA between LUSG and the District not addressed by the terms of this Agreement will remain in full effect.

MM

2. All unit members employed between April 12, 2021 and June 30, 2021 shall receive a one-time, off-schedule payment equal to 3% of Range 15, D on the revised salary schedule. This payment is for providing new and expanded in-person services (e.g., active monitoring of health and safety requirements including maintenance of social distancing between students and encouragement of frequent hand washing among students, disinfecting/cleaning, meal service assistance, surveillance testing, assistance with COVID Reporting and assistance with contact tracing efforts).
3. Unit members whose work year ends on June 3, 2021 may work the five additional instructional days from June 4, 2021 through June 10, 2021. This work will be paid on a timecard at their contract rate of pay.
4. For the summer of 2021, unit members who provide services in summer school or ESY shall be paid at their contract hourly rate of pay.
5. Payments referenced in paragraphs 2, 3, and 4, above, shall be prorated for less than full-time unit members.
6. Parties agree to continue to work collaboratively through the District Safety Committee to identify, address, and resolve any concerns regarding the COVID-19 Safety Plan and any required COVID-19 testing program/procedures. Surveillance testing of unit members will be provided at no cost to unit members and on a voluntary basis.
7. The Parties agree to work cooperatively to address workload issues as they are forwarded to either party. No bargaining unit member will be reprimanded for not completing their regular assignment due to the increased expectation of added duties to address the impacts and effects of COVID 19.
8. This Agreement is in effect through July 30, 2021 and shall not be used as evidence of past practice or precedent in any future negotiations.

FOR THE LODI UNIFIED
SUPERVISORIAL GROUP

By: Cindy Olwe

Date: May 20, 2021

FOR THE LODI UNIFIED
SCHOOL DISTRICT

By: Michael McVally

Date: May 20, 2021