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**MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #77**

**and
LODI UNIFIED SCHOOL DISTRICT**

June 2, 2021

(Impacts and Effects of Educational Platforms in the 2020/2021 School Year)

This Memorandum of Understanding (“MOU”) is agreed to between the Lodi Unified School District (“District”) and the California School Employees Association, and its Chapter #77 (“CSEA”), together the “Parties”, concerning the impact and effect of educational platforms in the 2020/2021 school year. In addition, this MOU’s intention is to incentivize bargaining unit members to voluntarily work extended school year/summer school/after school programs as part of the district’s implementation of Extended Learning Opportunities as funded by AB 86 and the American Rescue Plan.

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, will return to school under the pre-pandemic bell schedule. Unit members will serve all assigned students and will provide appropriate instructional minutes (verification of time) and daily live interaction for distance learning students.
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 CSEA and the District not addressed by the terms of this Agreement will remain in full effect.

2. All unit members employed between April 12, 2021, and June 30, 2021, shall receive a one-time, off-schedule payment equal to \$1,500.00. This payment is for providing new and expanded in-person services (e.g. concurrent teaching of distance learners with in-person learners, social emotional support, health screening, 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 double their contractual regular 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. Classroom paraeducators serving distance learning students under the supervision of a certificated teacher are eligible for timecard work from April 12, 2021 to June 10, 2021 as follows:
 - a. Up to ten (10) hours per week.
 - b. For services in support of distance learners that are provided outside of the regular contract day. Not more than five (5) hours may be for planning.
 - c. Classroom Paraeducators are defined as: Paraeducator-Special Education, Paraeducator-Severely Handicapped, Paraeducator-Bilingual, Paraeducator-Additional Adult Support.
 - d. At the rate of \$25.21 per hour.
6. The payment referenced in paragraph 2 above, shall be prorated for less than full-time unit members.
7. 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.
8. 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.
9. 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 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its Chapter #77

By: *Donnie Nease*

Date: June 3, 2021

Kyle Harvick 06/02/2021

FOR THE LODI UNIFIED SCHOOL DISTRICT

By: *Michelle Kelly*

Date: June 3, 2021