

MEMORANDUM OF UNDERSTANDING
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI EDUCATION ASSOCIATION
Educational Platforms in the 2020/2021 School Year

This Memorandum of Understanding (“MOU” or “Agreement”) is agreed to between the Lodi Unified School District (“District” or “LUSD”) and the Lodi Education Association (LEA or Association) regarding the impact and effect of educational platforms in the 2020/2021 school year.

RECITALS


1. For the educational and emotional well-being of students, the Board has 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 LEA and the District not addressed by the terms of this Agreement will remain in full effect.
2. For the Summer of 2021, unit members who provide services in summer school or ESY shall be paid at their per diem rate.
3. Unit members serving distance learning students are eligible for timecard work effective April 12, 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. At the rate of \$50 per hour.
4. All unit members employed between April 12, 2021 and June 30, 2021 shall receive a one-time, off-schedule payment equal to 3% of Cell D10 on the Salary Schedule. 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 handwashing among students, disinfecting/cleaning, meal service assistance, surveillance testing, assistance with COVID Reporting and assistance with contact tracing efforts).
5. Payments referenced in paragraphs 2 and 4, above, shall be prorated for less than full-time unit members.
6. Teachers will continue to serve all students assigned to their class including any students who choose the option to continue to receive instruction through distance learning.
7. Teachers will exercise professional judgement in structuring live instruction, synchronous, and asynchronous learning activities in alignment with legal requirements.
 - a. Teachers at a school site may work with the school Principal to develop an alternative method for serving the students on optional distance learning at that school site as long as the plan is in alignment with legal requirements.
 - b. Teachers at a school site may work with the school Principal to develop an alternative method for serving the students in kindergarten classes which have overlapping schedules at that school site as long as the plan is in alignment with legal requirements.

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8. In order to meet the minimum State minute requirements, minimum day bell schedules must be adjusted between April 12, 2021 through the end of the school year. For each minimum day bell schedule which is adjusted, the District will pay each impacted unit member 30 minutes on a timecard at their per diem rate.

9. In-Person Assessment

In the event that a unit member is unable to perform in-person assessment(s) and digital assessments are not available, the site/district administration with all of the unit members involved shall conduct an analysis of site, regional, and/or job-alike unit member supports. Depending on the results of that analysis the following options or a combination thereof may be considered:


- 1) Redistribute assessments and/or caseload assignments in order to meet the needs of students.
- 2) Unit members will be offered the LEA adjunct rate in order to conduct assessments. These assessments may take place after contract hours, and if this additional work takes place during contract hours; it will not interfere with direct service delivery.
- 3) Program Specialists as well as other qualified unit members may perform assessments.
- 4) An assessment team which may include new hires and/or retirees can assist with the facilitation of assessments.
- 5) Additional options identified by the District and LEA. If there are any issues or concerns related to in-person mandated assessments, the District and LEA will meet and confer to monitor the coverage of assessments.


10. COVID-19 Related Leaves

- a. Use of Leaves. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding the In-Person/Concurrent Instructional Model, service work, and availability during contractual hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement before any employees statutory (accrued sick leave) is used.

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The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits.

b. Federal Families First Coronavirus Response Act (FFCRA). The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response Act (FFCRA) includes several qualifying reasons for Leave. Please see the attached FFCRA posting and check with Personnel staff for more information and to apply. Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to telework, if applicable) due to a medical diagnosis for the need for COVID-19 leave and:

- 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 or self-quarantine;
- 5) Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
- 6) Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.



[Note 1: The FFCRA qualifying reasons included in sections 10b.1-6 above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual LEA unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

[Note 2: For sections 10.a. and 10.b. above, the parties agree that a physician's or county public official's documentation is required.]

- 7) Documentation Issues. If a unit member believes that they are able to return to work under the In-Person/Concurrent Instruction Model, but they are unable to obtain official written medical verification that they are medically released to return to work, the unit member should contact the District's Personnel Department. The District shall determine whether a unit member can be released to return to work.
- 8) Positive Test and Tracing. The District will follow all reporting and communication requirements. An employee, who has worked in-person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been exposed or in close contact with that person.
- 9) The District will follow all reporting and communication requirements.
- 10) Coordination of Leave with FFCRA. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3) pay provisions included in FFCRA with their own sick leave in order to make their pay whole.
- 11) Interactive Process. The Parties agree that the option for unit members to work remotely under the full distance learning model will not be available during the In Person/Concurrent Instructional Model and during the Full In-Person Instructional Model. Depending on the availability of remote work assignments and medical restriction documentation provided by a unit member during an interactive process with the District, the Parties agree that unit member assignments and/or transfers to remote work positions for unit members may be considered to provide reasonable accommodations to unit members with healthcare restrictions. The District may consider other options to the extent possible. Any transfers under the interactive process shall be temporary and unit members shall be able to return to their original assignment.

Although unit members who serve as caregivers for individuals with underlying conditions or who are impacted by COVID-19 do not fall within the interactive process, the District will consider accommodations for such employees upon request, on a case by case basis.

- 12) Additional COVID-Related Leave. Pursuant to Compliance Health and Safety Guidelines, which states: "The Parties agree that unit members shall comply with all of the health and safety guidelines from LUSD, California, and San Joaquin County Public Health Departments regarding COVID-19." Unit members shall be provided with up to 10 days of additional leave

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consistent with the criteria 1-6 listed above in Section 10.b., Federal Families First Coronavirus Response Act (FFCRA). Eligibility for this leave will be based on the following and granted at the discretion of the Personnel department:

- a) Unit member cooperates with and complies with contact tracing; and
- b) Unit member agrees to get tested for COVID-19 at no cost to the District (either through medical insurance or Public Health) and provides evidence of testing; and
- c) Unit member exhausts all leave provided by the FFCRA and their statutory sick leave. This Additional COVID Related Leave can be accessed prior to use of differential leave.


13) Childcare.

- a) The Parties agree that, for the 2020-2021 school year or until all students can return to everyday instruction, if there is space available in a teacher's in-person classroom setting, such teacher may bring their school age child(ren) to work with them, regardless if the child(ren) is/are [a] student(s) in the District or another district.
- b) Prior to bringing a school aged child(ren) to work, the Parties agree that the unit member shall complete a liability waiver, shall ensure that their child(ren) wears a face mask, and is not disruptive to student instruction and/or other school business.
- c) If a specific classroom is at its determined maximum capacity, the Parties agree that the teacher may not bring their child into their in-person class. In this event, the District encourages the unit member to work with their site administrator to determine if there are any other options for the unit member's child on-site.

11. Evaluation and Supervision

- a. Evaluation Timelines. The Parties agree that current collectively bargained timelines for staff evaluations shall apply for the 2020-2021 school year.
- b. Since the In-Person/Concurrent Instructional Model is new to all unit members, consideration shall be given to the fact that unit members will be learning new modalities of instructional services. The intent of evaluation is to improve

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instruction; with that in mind, administration will provide the time and support necessary for appropriate growth.

12. This Agreement is non-precedent setting and:
- a. Resolves the negotiable impacts and effects of the return to in-person instruction for the 2020/2021 school year.
 - b. Shall be in effect from April 12, 2021 through June 30, 2021, except for provisions regarding 2021 Summer School/ESY (paragraph 2), which shall remain in effect until July 31, 2021.
 - c. Resolves all disputes related to working conditions in the 2020/2021 school year which stem from any instructional model through April 9, 2021. By way of illustration and not limitation, this includes grievances and unfair labor practices Within 10 business days of ratification by both Parties of this Agreement, LEA shall withdraw ULP SA-CE-3029-E with prejudice.

FOR THE LODI EDUCATION
ASSOCIATION

By:

Date:

Aimee Damsower
April 17, 2021

FOR THE LODI UNIFIED SCHOOL
DISTRICT

By:

Date:

Mark McVally
April 16, 2021

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;
- ⅔ 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 ⅓ 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:

- | | |
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| <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. |
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► 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



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