MEMORANDUM OF UNDERSTANDING between the LODI EDUCATION ASSOCIATION and the LODI UNIFIED SCHOOL DISTRICT (School Closure Due to State of Emergency)

This Memorandum of Understanding ("MOU") is entered into between the Lodi Unified School District ("District") and the Lodi Education Association ("LEA" or "Association"). The District and the Association are referred to herein as the "Parties." The Parties agree as follows:

- 1. This MOU applies to a "state of emergency" declared by the state, county, city, Superintendent/designee, or the LUSD Board of Education which results in the closure or inaccessibility of school(s).
- 2. A "state of emergency" shall be defined in accordance with the criteria established by the California Office of Emergency Services, encompassing conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation, or disease, posing a significant threat to the safety of individuals and property within the territorial confines of a state, county, or city.
- 3. To mitigate the impact of such emergencies and ensure the continuation of educational services without the need for additional school days beyond the originally scheduled academic calendar, the following measures shall be implemented not later than day four (4) of the declared emergency:
 - a. Teachers shall be afforded the opportunity to perform their duties remotely from their homes or another location of their choosing during their designated workday throughout the duration of the emergency school closure.
 - b. Teachers shall deliver instructional materials and assignments digitally to their respective classes during the remote work period. District/Site administration will facilitate the dissemination technological equipment and physical materials needed for remote instruction at a District facility/school site.
 - 1) Preschool, TK and K: A minimum of one hour of Synchronous/Direct Instruction shall be provided daily.
 - 2) For Grades 1-6: A minimum of three hours of Synchronous/Direct Instruction shall be provided daily.
 - 3) For Grades 7-12: A minimum of twenty minutes of Synchronous/Direct Instruction shall be provided per class period daily.
 - 4) All additional minutes shall be provided asynchronously.

This agreement is effective upon ratification and shall continue through June 30, 2026. Upon sunset of this MOU, the parties may mutually agree to place this MOU in the Collective Bargaining Agreement.

This MOU constitutes the entire agreement between the parties involved and can only be modified by a written agreement signed by all parties.

FOR THE LODI UNIFIED SCHOOL

DISTRIC

By:

Date:

FOR THE LODI EDUCATION

ASSOCIATION

By:

Date: _____**>**