

**IMPACTS & EFFECTS AGREEMENT
BETWEEN THE LODI UNIFIED SCHOOL DISTRICT
AND THE LODI EDUCATION ASSOCIATION
FOR THE RETURN OF TEACHERS TO IN-PERSON INSTRUCTION**

The Lodi Unified School District (“LUSD”) and the Lodi Education Association (“LEA”) are parties to a collective bargaining agreement (“CBA”) which expired on June 30, 2020. The parties have reached the following agreement to resolve all impacts and effects bargaining concerns regarding the return of teachers to in-person instruction in Lodi Unified School District.

Goals publicly stated by teachers, parents, and board members:

- All students begin receiving in-person instruction from teachers in the classroom as soon as possible.
- Protect the health and safety of students, employees, and community members during the current COVID-19 health pandemic.

This proposal allows students to receive in –person instruction, provides consistency for students and teachers, and allows for flexibility to adjust to potential changes due to the health pandemic. It also includes a way to return to full in-person instruction following health and safety measures in alignment with guidelines from San Joaquin County and California public health officials. This proposal seeks to engage teachers in a conversation regarding a timeline and implementation based upon the collaborative discussion and feedback which occurred on Thursday, October 22, 2020 and Tuesday, October 27, 2020.

In response to the interests shared by LEA, this proposal is offered in the spirit of seeking agreement with teachers regarding when students may begin to receive in-person instruction from their teachers in a meaningful way.

A. IN-PERSON INSTRUCTION PHASE IN MODEL

The parties agree to the In-Person Instruction Phase in Model contained in Attachment A.

B. HEALTH & SAFETY MEASURES

The parties agree to follow the guidance of the San Joaquin County Public Health Services which is based on the following:

1. COVID-19 Industry Guidance: Schools and School-Based Programs
(<https://files.covid19.ca.gov/pdf/guidance-schools--en.pdf>)
2. 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/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf>)
3. Cal/OSHA COVID-19 General Checklist for Schools and School-Based Programs
(<https://files.covid19.ca.gov/pdf/checklist-schools--en.pdf>)

Subject to market availability of equipment & supplies and the duration of the COVID-19 pandemic.

For Lodi Education Association

For Lodi Unified School District

Date

Date

Initials:

LEA: _____

District: _____

ATTACHMENT A TO DISTRICT PROPOSAL

Initials:

LEA: _____

District: _____

A. IN-PERSON INSTRUCTION PHASE IN MODEL

1. TIMELINE

a. TIMELINE FOR IN-PERSON/CONCURRENT INSTRUCTION

PHASE	BEGINNING DATE
PHASE I	November 16, 2020
PHASE II	November 30, 2020
PHASE III	January 4, 2021

PROGRAM/SCHOOL	PHASE	STRUCTURE
All Special Day Classes	PHASE I	5 Days/Week - In-Person/Concurrent
Regular Education Classes		
Independent Study	PHASE II	2 Days/Week – Partial In-Person/Concurrent
Henderson	PHASE II	2 Days/Week – Partial In-Person/Concurrent
Elkhorn	PHASE II	2 Days/Week – Partial In-Person/Concurrent
Preschool - Grade 6	PHASE II	2 Days/Week – Partial In-Person/Concurrent
Houston, Lockeford, Serna	PHASE II	2 Days/Week – Partial In-Person/Concurrent
Valley Robotics Academy	PHASE III	2 Days/Week – Partial In-Person/Concurrent
Continuation High Schools	PHASE III	2 Days/Week – Partial In-Person/Concurrent
Grades 7-8 & High Schools	PHASE III	2 Days/Week – Partial In-Person/Concurrent
Lincoln Tech	PHASE III	2 Days/Week – Partial In-Person/Concurrent
Middle College	<i>Follow Delta College Calendar/Schedule</i>	

b. MINIMUM DAYS/PREPARATION FOR RETURN TO IN-PERSON INSTRUCTION

The parties agree that during the five workdays prior to the return to in-person instruction, classroom teachers will conduct their distance learning instruction on a minimum day schedule to enable them to spend the balance of four of those days preparing their classrooms for the return to in-person instruction. The fifth day would be for the Principal to meet with staff to review COVID-19 health and safety procedures.

2. STRUCTURE OF IN-PERSON INSTRUCTION PHASE IN MODEL

a. Definitions

- i. **Distance Learning.** The Parties agree that "distance learning" is an alternative learning and educational service plan available through the school of enrollment. This program assigns students to applicable teachers and staff, in which the student and teachers are connected virtually, and instruction is a balance of synchronous and asynchronous modalities. In addition, Distance Learning must be in

Initials:

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compliance with California Senate Bills (SB) 98 and 820 and applicable laws.

ii. **In Person/Concurrent Instructional Model.** The Parties agree that this model is defined as an instructional model available through the school of enrollment in which distance learning platforms are maintained and remain the primary mode of instruction. All students remain with their teacher/s of record. Within the In-Person/Concurrent Instructional Model there are two options for students:

(1.) Distance learning five days per week

(2.) A return to school under the model that is being implemented

1. In-Person/Concurrent Instruction

Five Days per week

2. Partial In-Person/Concurrent Instruction

Two days per week: (A- Mon/Thurs) or (B - Tues/Fri)

Remaining days on Distance Learning from home

The District will place students in groups (A or B) attempting to keep siblings together in groups and balancing the groups insofar as possible. Students receiving all Distance Learning will also be assigned to a group in the event they choose to return for in-person instruction.

A teacher’s classroom may have students that experience distance learning five days a week as well as students who attend school two or more days a week and receive distance learning for any remainder. Students at home and in school will be learning synchronously through distance learning platforms to satisfy the requirements for daily live interaction.

iii. **Full Return to In-Person Instruction.** The Parties agree that a full return to in-person student instruction includes the schedules and working conditions that were in place prior to March 2020, unless the parties negotiate otherwise.

1. If San Joaquin County is assigned to either the Orange or Yellow tier of the Blueprint for a Safer Economy, LUSD will implement a Full Return to In Person Instruction.

iv. **OPTIONAL DISTANCE LEARNING STUDENTS**

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The parties agree that during the 2020-2021 school year, students who opt to continue to receive instruction through distance learning during the In-Person/Concurrent Instructional Model and during the Full Return to In-Person Instruction may be served differently in secondary and elementary settings.

1. Secondary (Grades 7 – 12) Middle school and high school students who choose to be on all distance learning may continue in digital sections as part of the regular scheduling process or through independent study. Students may participate in on-site classes for courses not offered digitally, if schedules/space allows.
2. Elementary (Grades Preschool – 6)
 - a. 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.
 - b. Teachers will exercise professional judgement in structuring live instruction, synchronous, and asynchronous learning activities in alignment with legal requirements.
 - i. 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.
 - ii. Teachers at a school site may work with the school Principal to develop an alternative method for serving the students in classes which have overlapping schedules at that school site as long as the plan is in alignment with legal requirements.
 - iii. Teachers at a school site may work with the school Principal during an In Person/Concurrent Instructional Model to develop an alternative method for serving students in combination classes by obtaining parent consent.

b. School Closures and Openings

- i. The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an In-Person/Concurrent Instructional Model, fully reopened to in-person instruction, or reopened after partial or full closure.

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- ii. The Parties agree that schools and programs will open on either the In-Person/Concurrent Instructional Model or the Full Return to In Person Instruction Model according to the agreed upon timeline. The Parties agree that the attached schedules and In-Person/Concurrent Instructional Model grade level schedules shall apply and are subject to adjustment as necessary. Any adjustments to the schedule will be done through the meet and confer process between LEA and the District.

All students will participate in the required daily instructional minutes required by law.

The Parties agree that SB 98 and SB 820 instructional minute requirements shall be satisfied on each of the above instructional days.

- iii. The Parties understand and agree that the Superintendent or designee will communicate decisions regarding changes to working conditions to LEA. The Parties agree to negotiate any effects of decisions related to COVID-19 with LEA as soon as practical under the then current circumstances.
- iv. Emergency Closure and Reopening. The Parties agree that during the remainder of 2020-2021 school year that the District may transition from one instructional model to another as a result of any State/County/District order.
 - 1. Generally, student instruction and services as follows:
 - a. Distance Learning Model; (Purple Tier)
 - b. Partial In-Person/Concurrent Instr. Model; (Red Tier)
 - c. In-Person/Concurrent Instr. Model; (Orange Tier)
 - d. Full Return to In Person Instr. Model. (Yellow Tier)

c. In-Person/Concurrent Instructional Model with Distance Learning Model Components.

- i. Platforms. During implementation of the In-Person/Concurrent Instructional Model, the Parties agree that unit members will continue to utilize the existing learning management platforms and grading system for distance learning purposes. For the purposes of synchronous activity for students who are in-person and for those who are learning in a remote environment, unit members will continue to utilize District provided application(s) for video conferencing.
- ii. Administrator Access to Asynchronous and Synchronous Distance Learning and In Person Classroom Observations and Visitations

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1. Learning Management Platform Access. Teachers will continue to provide school administrators with access to the Learning Management Platform. The purpose of this access is for administrators to be aware of the distance learning experiences of students and teachers, and to provide support to teachers as needed. Teachers will continue to provide the links for video conferencing to school administrators.
2. Live Video Conference Access. The Parties agree that Teachers will continue to provide the links for video conferencing to school administrators.
- iii. Staff Meetings. Staff meetings shall be calendared. It is the expectation that staff check District email during the workday. In emergency situations, a meeting may be called, but not required, with less than twenty-four (24) hour notice during the work week. Staff meetings may continue to be held using video conferencing.
- iv. Large group gatherings (including faculty/staff meetings) should continue to follow the guidance from San Joaquin County Public Health services at any given time.
- v. Equipment/Training. The District shall provide ongoing professional learning opportunities for the purposes of enhancing unit members' skills in delivering instruction through the In-Person/Concurrent Instructional Model. The District will provide cameras, headphones and/or microphones in order to facilitate the In-Person/Concurrent Instructional Model. In the case that connectivity issues increase and interfere with instruction, the District shall meet and confer with LEA to determine a solution.
- vi. Attendance, Grades & Communications. Unit members shall input student attendance daily based upon students' participation in Distance Learning and/or In-Person/Concurrent Instructional Model.

The expectation is that teachers communicate progress and grades to parents. LEA unit members recognize the need to communicate to parents in a timely fashion. Unit members shall use a variety of methods to ensure that parents are kept apprised of their child's progress. These methods may include but are not limited to telephone calls, the Learning Management Platform, email, and various text messaging programs.

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It is an expectation that unit members respond to student and parent communications within 24 hours during the work week, absent extenuating circumstances.

vii. SB 98 and SB 820.

The Parties agree that consistent with Education Code section 43504(e), SB 98 and SB 820, and all State requirements, unit members shall ensure that a weekly engagement record is completed for each pupil documenting in-person, synchronous and asynchronous instruction for each whole or partial day of in-person and distance learning, verifying daily participation, and tracking assignments.

d. Specific Positions in the In-Person/Concurrent Instructional Model

i. Intervention Teachers (IT). ITs shall deliver synchronous intervention to identified students for the duration of their contractual hours; their work will be directed by site principals or designees and in collaboration with classroom teachers. It is recognized that flexibility in the scheduling of intervention instruction may be needed. ITs shall follow a push in model or small group instruction based on the needs of the students/site remotely in order to minimize exposure and contacts. ITs will be on-site during contractual hours. ITs will create and maintain their own Google Classrooms and/or they may co-teach in established Google Classrooms.

ii. Elementary Music and Physical Education Teachers (M&PE). M&PE Teachers shall follow the In-Person/Concurrent Instructional Model daily schedules. M&PE teachers will serve grades 1-6 providing synchronous and asynchronous instruction to students. M&PE teachers shall follow a push-in model remotely in order to minimize exposure and contacts. M&PE teachers will be on-site during contractual hours.

iii. Additional Special Education Considerations.

- 1. Transportation.** All schools that have students with disabilities being transported need to reexamine their plan for supervision for arrival and dismissal periods. This needs to be done prior to in-person instruction occurring. The plan developed should ensure the health and safety of students. In any scenario in which a unit member's supervision of a student impedes upon duty free lunch or other contractual provisions, flexibility will be provided to ensure that such provisions are realized.
- 2. In-Person Assessment.** There are legally mandated student assessments that must be conducted in-person by LEA unit

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members. The Parties agree to comply with the September 14, 2020 MOU regarding “Meeting with Individual Students.”

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:

- a. Redistribute assessments and/or caseload assignments in order to meet the needs of students.
- b. 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.
- c. Program Specialists as well as other qualified unit members may perform assessments.
- d. An assessment team which may include new hires and/or retirees can assist with the facilitation of assessments.
- e. 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.

iv. Instructional Coaches

Instructional Coaches shall fulfill their job duties remotely in order to minimize exposure and contacts. Instructional Coaches will be on-site during contractual hours and the agreed upon calendar.

e. Hours and Schedules

The Parties agree that all unit members shall report to work on-site during the work hours specified on the attached schedules, unless directed otherwise. The Parties agree that consistent with SB 98 and 820, Education Code section 43501, the instructional minutes included on the attached schedules shall be provided by unit members to all students daily.

On the all distance learning only days of the In Person/Concurrent Instructional Model, unit members will continue to be granted the professional privilege to work remotely under the terms detailed in the Superintendent’s direction on July 24, 2020.

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f. Minimum Days

Individual School sites in Secondary Education will develop final exam schedules that have been collaboratively modified by the site principal and Department chairs which meet the minimum daily instructional minute requirements included in SB 98 and SB 820.

The Parties agree that at all elementary school sites there will be no staff meetings during parent conference/report card weeks.

On assessment collaboration days and parent conference days, after the instructional minutes of the day have been delivered, the remainder of the time shall be designated for either report card preparation or parent conferences.

g. Evaluation and Supervision

- i. Evaluation Timelines.** The Parties agree that current collectively bargained timelines for staff evaluations shall apply for the 2020-2021 school year.

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

h. Working Conditions

- i. Working Conditions.** The Parties agree that unit member working conditions, shall be consistent with (1.) California law and local County orders (including SB 98, SB 820 and any other subsequently adopted state law or order), (2.) the attached negotiated and the agreed upon In-Person/Concurrent Instructional Model daily schedules, and (3.) this MOU.

i. COVID-19 Related Leaves

- i. 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.

The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit

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members will also be entitled to any new COVID-19 federal and/or State leave benefits.

- ii. 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 to an order described in (i.) or self-quarantine as described in (ii.) above;
 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 (i.) through and including (iv.) 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 3(i) and 3(ii) above, the parties agree that a physician’s or county public official’s documentation is required.]

Initials:

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iii. Documentation Issues. If a unit member believes that they can return to work under the In-Person/Concurrent Instruction Model, 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 according to the guidelines from San Joaquin County Public Health Services that are current at that time.

iv. Positive Test and Tracing. The District will follow all reporting and communication requirements. If 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.

The District will follow all reporting and communication requirements.

v. 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.

vi. Interactive Process. The Parties agree that the option for unit members to work remotely under the full distance learning model will not likely be available during the In Person/Concurrent Instructional Model and during the Full In-Person Instructional Model.

Unit members may request a reasonable accommodation through the ADA process. 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.

Initials:

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- vii. Additional COVID-Related Leave. Unit members shall be provided with up to 10 days of additional leave consistent with the criteria i, ii, and iii listed above in Section D (2), 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:
 1. Unit member cooperates with and complies with contact tracing; and
 2. 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
 3. 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.

viii. Childcare.

1. 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.
 - a. 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.
 - b. If sufficient space is not available in the teacher’s in-person classroom, 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.

j. General Terms

- i. Alternative School Requirements.

If the State of California mandates alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations relative to any working environment impacts.
- ii. Complete Agreement.

The Parties agree that this is the complete agreement between the Parties regarding the District’s response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement regarding the implementation of the “In-Person/Concurrent

Initials:

LEA: _____

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Instructional Model” during the 2020-2021 school year, dated prior to the date of this Agreement.

iii. Severability.

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

iv. Interpretation.

This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.

v. Expiration

The Parties agree that this Agreement shall expire on June 30, 2021 but may be extended by mutual written agreement.

Initials:

LEA: _____

District: _____

**ATTACHMENT B
TO DISTRICT PROPOSAL**

Initials:

LEA: _____

District: _____

SAMPLE* ELEMENTARY SCHOOL SCHEDULE

Group	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Group A	AM K 8:00-11:00 PM K 11:30-2:30 1-3 8:10-12:00 4-6 8:20-12:20	DISTANCE LEARNING Synchronous & Asynchronous times	ALL DISTANCE LEARNING DAY All Students Receive Distance Learning all Day	AM K 8:00-11:00 PM K 11:30-2:30 1-3 8:10-12:00 4-6 8:20-12:20	DISTANCE LEARNING Synchronous & Asynchronous times
Group B	DISTANCE LEARNING Synchronous & Asynchronous times	AM K 8:00-11:00 PM K 11:30-2:30 1-3 8:10-12:00 4-6 8:20-12:20		DISTANCE LEARNING Synchronous & Asynchronous times	AM K 8:00-11:00 PM K 11:30-2:30 1-3 8:10-12:00 4-6 8:20-12:20
All Distance Learning Students	Students opting to continue receiving instruction through distance learning only will be served concurrently by their teacher of record	Students opting to continue receiving instruction through distance learning only will be served concurrently by their teacher of record		Students opting to continue receiving instruction through distance learning only will be served concurrently by their teacher of record	Students opting to continue receiving instruction through distance learning only will be served concurrently by their teacher of record

**Actual clock times will vary by site. However, the instructional minutes will follow the state allowance for 2020-2021*

Initials:

LEA: _____

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SAMPLE* SECONDARY SCHOOL SCHEDULE

Times	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:20 – 8:40	1A	1B	ALL DISTANCE LEARNING DAY All Students Receive Distance Learning all Day	4A	4B
8:50 – 10:20	2A	2B		5A	5B
10:30-11:50	3A	3B		6A	6B
11:50 – 12:30	LUNCH/TRANSITION			LUNCH/TRANSITION	
12:30 – 1:00	4 DL	4 DL		1 DL	1 DL
1:05 – 1:35	5 DL	5 DL		2 DL	2 DL
1:40 – 2:10	6 DL	6 DL		3 DL	3 DL

**Actual clock times will vary by site. However, the instructional minutes will follow the state allowance for 2020-2021*

SAMPLE* SCHEDULE FOR ALL DISTANCE LEARNING DAY (Distance Learning Day for all students)

INSTRUCTIONAL PERIOD	TIME
1	7:20-8:31
2	8:37-9:32
3	9:38-10:33
4A	10:39-11:34 (Late Lunch)
4B	11:13-12:08 (Early Lunch)
5	12:14-1:09
6	1:15-2:20

**Actual clock times will vary by site. However, the instructional minutes will follow the state allowance for 2020-2021*

Initials:

LEA: _____

District: _____