

CONTRACTUAL AGREEMENT  
between  
LODI UNIFIED SCHOOL DISTRICT  
and  
LODI PUPIL PERSONNEL ASSOCIATION

July 1, 2016 — June 30, 2019





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**ARTICLE I**  
**PREAMBLE**

This Agreement between the Board of Education of the Lodi Unified School District, hereinafter referred to as "Board" and "District" respectively, and the Lodi Pupil Personnel Association, hereinafter referred to as "Association" is effective the 1<sup>st</sup> day of July, 2017.

**ARTICLE II**  
**RECOGNITION**

- A. Association is granted voluntary recognition by the Board of Education of the Lodi Unified School District as the sole and exclusive bargaining agent for the employees of the Association.
- B. The Association consists of the employees listed below:
- School Counselors (Elementary, Middle School, High School, Career Technical Education (CTE)/Adult School)  
Speech-Language Pathologists  
School Nurses  
Program Specialists  
School Psychologists
- C. This voluntary recognition and unit appropriateness agreement shall not include district employees in the following classifications:
- Management  
Supervisory  
Confidential  
Other non-management/non-supervisory certificated positions
- D. This voluntary recognition shall remain in full force and effect for a period commencing and lasting until otherwise terminated by means provided by law or by mutual agreement of the parties.
- E. In consideration of the Board's decision to grant voluntary recognition to Association, Association agrees that the unit described in Paragraph A above is the appropriate unit and will not contest the appropriateness of said unit hereafter either in proceedings before the Public Employees Relations Board (PERB) or at law.

**ARTICLE III**  
**DEFINITIONS**

- A. "Pupil Personnel Service Employees" includes the following specialist staff: School Counselors; School Psychologists; Speech-Language Pathologists; Program Specialists, and School Nurses.
- B. "Work Day" refers to any day of the contract year.

- C. "Classification" refers to employee description as Elementary School Counselor; Middle School Counselor; High School Counselor; School Nurse; Speech-Language Pathologists; School Psychologist; and Program Specialist.
- D. "Subgroup" means the separate professional group within the Bargaining Unit, consisting of School Psychologists, Program Specialists, School Nurses, Speech-Language Pathologists, Elementary School Counselors, Middle School Counselors, and High School Counselors.
- E. "Consultation Process" is the process of meeting and exchanging ideas or opinions on an item of mutual concern for the purposes of arriving at a solution to a given problem. Preferably, the solution will be mutually agreeable, and neither party should be committed to a preconceived course of action. The process of consultation shall end upon reaching mutual agreement or upon reaching an unalterable position by either one or both parties. Recommendations for resolve or an explanation of differences in opinion or viewpoint shall be exchanged in writing unless mutually agreed otherwise. On items of concern to more than one bargaining unit, multi-group consultation is encouraged.

The Association has the right of consultation on items deemed mandatory by law or by three-member PERB final decisions.

- F. "Reprisal" - The act or practice of resorting to force for the purpose of retaliation or revenge when done outside legal channels, the grievance or complaint procedure, Board of Education policies, or ethical professional practice.
- G. "Emergency" - A sudden, unexpected happening; an unforeseen occurrence or condition that may result in a sudden or unexpected occasion or action.
- H. "Employee Preparation Days" shall be primarily for the purpose of in-service and orientation, and shall ordinarily occur when students are not in attendance. However, nothing in this definition shall exclude the performance of regular duties as outlined in individual employee job descriptions when circumstances deem necessary. Such preparation days can occur at any time during the Contract Year and shall not be included in the "Non-Student Contact Days." The Board reserves the right to declare any day, or portion thereof, within the contract year, an employee preparation day, except as previously specified as an Employee Preparation Day.
- I. "Salary" refers to placement (Step and Class) on the salary schedule and payment for degrees.

J. Definition - - Per Diem:

$$\frac{\text{Salary}}{\text{Work Year}} = \text{Per Diem} \qquad \frac{\text{Per Diem}}{\text{Hours Per Day}} = \text{Hourly Rate}$$

- K. "Student Contact Days" are days where school attendance is required of district students, including any days designated Employee Preparation Days.
- K. "Equitable Schedule Adjustment" - If a supervisor occasionally requests an employee to serve beyond the contractual requirements and the employee agrees, the supervisor may release the employee for a similar length of time

at a future date. (This provision shall generally not be construed to allow an employee to be absent from work on a student attendance day and work during a non-student attendance day)

**ARTICLE IV**  
**ASSOCIATION AND EMPLOYEE RIGHTS**

- A. The exclusive Representative ("Association") shall have the right to represent its members in employment relations with the District.
- B. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication and office equipment subject to reasonable regulations, and the right to use district facilities at reasonable times for the purposes of meetings concerned with the rights guaranteed in this Agreement.
- C. The Board and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations .
- D. Within a reasonable period of time, and subject to the workload of district staff, the Association shall be provided upon request any and all information, statistics, and records which the Association may deem relevant to negotiations, or necessary for the enforcement of this Agreement.
- E. A reasonable number of representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.

**ARTICLE V**  
**BOARD RIGHTS**

- A. The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
  - 1. To determine and administer policy.
  - 2. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their employment, or their dismissal, demotion, or promotion.
  - 3. To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to innovative and experimental exploration in the field of education, experimental and innovative uses of district facilities, and experimental and pilot investigation of new educational programs.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

**ARTICLE VI**  
**PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- A. For Dues paying members, The District shall deduct one-twelfth (1/12) of dues and representation fee from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who begin paid service after the commencement of the school year shall be prorated based on percentage of employment. Unit members serving one-half time paid service or less shall pay one-half of the dues and representation fee.
- B. The unit member may pay the dues and representation fee directly to the unit. If paid directly, the total amount must be received by the Treasurer of the unit by September 30, or the total amount will be automatically deducted as provided above.
- C. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- D. LPPA agrees to pay the reasonable costs, including attorney fees, of defending or initiating action to enforce this provision and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of LPPA.

**ARTICLE VII**  
**EMPLOYEE EVALUATION**

- A. Notification of evaluation will be made to the employee by their supervisor no later than October 1<sup>st</sup>. In the event of a change in the employee's immediate supervisor, notification to the employee will be made within a reasonable period of time.
- B. Employees shall be evaluated by their immediate supervisors.
- C. Probationary employees shall be evaluated at least once a year and no later than thirty (30) calendar days before the last school day scheduled on the school calendar in which the evaluation takes place.
- D. Permanent employees shall be evaluated at least biennially and no later than thirty (30) calendar days before the last school day scheduled on the school calendar in which the evaluation takes place. Permanent personnel whose social security numbers end in an even number are to be evaluated in school years which end in an even number; those whose social security numbers end in an odd number are to be evaluated in school years which end in an odd number, except as noted below:
  - a. accordance with Education Code 44664, certificated employees may be evaluated at least every four years for personnel with:



1. permanent status who have been employed at least 10 years with the school district, and
2. whose previous two evaluations rated the employee as satisfactory and
3. if the evaluator and certificated employee being evaluated agree. (*The employee and the evaluator are required to sign a document verifying agreement*)

b. The certificated employee or the evaluator may withdraw consent at any time, at which time the evaluation shall revert back to every other year. (*The employee or the evaluator must sign a document verifying withdrawal of consent.*) Withdrawal of consent must be provided at least forty-five (45) days prior to any observation/evaluation. Such notification must be in writing stating such reasons for withdrawal.

- E. Written evaluation summaries shall be discussed with and given to employees at least 30 calendar days prior to the end of the school year.

Specialist Staff Categories for purposes of evaluation are described below:

1. Category 1. - Permanent certificated specialist staff who have received satisfactory evaluations (excludes needs to improve/ unsatisfactory) in their most recent evaluation and temporary specialist staff who have at least three consecutive years of continuing District employment with satisfactory evaluations. Category 1 employees are evaluated biennially and shall not be required to submit written goals and objectives.
2. Category 1.A. - Probationary employees, and temporary employees who have not yet completed three years of continuing District employment with satisfactory evaluations.
3. Category 2. - Specialist staff who have been rated as "needs to improve" or "unsatisfactory" in one or more categories on their most recent evaluation. These employees will be given recommendations for improvement in accordance with Article VII.L.
4. Category 1.A. and 2. employees will be required to meet with their designated evaluator prior to October 15 to establish mutually acceptable goals and objectives.

- F. Prior to February 15, the employee has a right to request the Assistant Superintendent of Personnel or designee to assign an additional evaluator, who is mutually agreed upon, to conduct a second evaluation. Both evaluations will be retained in the employee's personnel file unless otherwise mutually agreed upon. The second evaluator shall be chosen from administrators in the district.

- G. Evaluations shall be based on interviews with the employee, direct observation as per job description of the employee, and the personal inspection of records directly relating to the employee's current job responsibilities. Consideration may be given to the first-hand knowledge of other site administrators. Hearsay statements and oral or written surveys shall be excluded from an employee's written evaluation unless mutually agreed upon, but may be used for total program improvement.

- H. Within the first four months of the employee's work year, direct observation of the LPPA employee with client shall occur. It shall be the responsibility of the LPPA employee to arrange such an observation with client approval, if appropriate.
- I. A post-observation conference shall be held as soon as possible and not later than five work days after the observation unless time is extended by mutual agreement of the employee and evaluator.
- J. Any and all evaluations of an employee shall be signed and dated by both the evaluator and the employee. The signature of the employee shall not be taken to mean agreement with said evaluation; but rather, shall mean that the employee has had an opportunity to read the evaluation.
- K. Any areas found to be deficient shall be followed in the evaluation report by a recommendation for improvement. Such recommendations may include:
  - Special in-service training
  - Assistance from District resources
  - Observations of other LPPA employees
  - Other specific recommendations by the evaluator as may be necessary
- L. Permanent specialist staff (Category 1) who are rated as "needs to improve" or "unsatisfactory" in one or more categories will be evaluated as a Category 2. employee the following year.
- M. Employees shall have the right within fifteen (15) work days of the signing of the evaluation (see Section F) to submit a formal written statement regarding items found in any evaluation. This statement, if any, shall be attached to the appropriate evaluation.

**ARTICLE VIII**  
**COMPLAINTS**

- A. Complaints by school personnel (other than the evaluator) and non-school personnel directed toward an employee, which ask for or would lead to disciplinary action, must be submitted in writing, signed by the complainant and contain specific complaint(s).
- B. When, after an investigation of a complaint, it is the professional judgment of the school administrator that such complaint may lead to written administrative reprimand or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal of the employee, the employee shall be so notified and given the opportunity to have an Association representative or other advisor present when meeting with the complainant in the presence of the administrator.
- C. Any such complaint directed toward an employee shall be called to the employee's attention by the immediate supervisor not later than three (3) work days, if practical, after the complaint is received. The employee shall have the right to know the identity or source of all such complaints.
- D. Any employee who is required to attend such conference as described in Section B above shall be notified at least one day in advance except in an emergency. This time can be

waived by mutual consent. The employee is entitled to an Association representative at said conference.

- E. The Board shall take no action on a complaint or use it as a basis for any action against an employee until it has been brought to the attention of the employee as herein described, and the employee has been afforded the opportunity to present their version of the facts underlying the complaint.

**ARTICLE IX**  
**PERSONNEL FILES**

- A. Materials in the employee's own personnel files which may serve as a basis for affecting the status of employment are to be made available for inspection by the employee involved. If so desired, employees may be accompanied by a representative of their choice while making this inspection. The inspection shall be made in the presence of the administrator responsible for the safekeeping of these files. Every employee shall have the right to inspect such material upon request.

Employees shall have reasonable access to inspect files, subject to the foregoing conditions, at any time the district office is open at times outside of student contact day.

- B. The employee shall, upon request, obtain copies of any school district materials which are kept in the personnel files of that employee unless such records are legally restricted from employee observation. Employee may be required to pay current district cost per page for more than two pages.
- C. Material derogatory to an employee's conduct, service, character, or personality shall not be entered in an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment thereon and to have such comments attached to the material in question. The employee shall be given a copy of the material upon request.
- D. The employee shall acknowledge reading such material by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature only signifies that the material has been read and does not necessarily indicate agreement with its contents.
- E. Materials placed in an employee's personnel file shall be signed and dated by the author. No reprisal against the author shall be taken by the employee.
- F. Material must be placed into an employee's file within twenty (20) working days of its receipt by the Personnel Office.
- G. In the event that charges made against an employee are proven to be without substance, such employee shall have the prerogative of deciding whether any records of such proceedings shall be retained in their file or be destroyed.
- H. A log sheet will be inserted in each employee's file for appropriate authorized persons to sign and date at time of review of file.

**ARTICLE X**  
**TRANSFERS AND ASSIGNMENTS**

- A. Definitions: For purposes of this Article, the following definitions shall apply:
1. "Employee" means a permanent or probationary employee of the District.
  2. "Site-based employees" means employees who are assigned to work at a specific site or school and shall generally consist of Middle School Counselors and High School Counselors.
  3. "Centrally-based employees" means employees assigned from the central district office and shall generally consist of School Psychologists, Program Specialists, Speech-Language Pathologists, School Nurses, and Elementary School Counselors.
  4. "Assignment" means the annual placement of an employee for the succeeding school year.
  5. "Transfer" means a change in placement from one site or school to another without a change in classification for site-based employees.
  6. "Vacancy" means an unfilled Unit position or a newly-created Unit position which the District intends to fill.
  7. "Seniority" means the years of service in the Bargaining Unit and, if the same for two or more employees, then years of service in the school district.
  8. "Displacement" means the involuntary change of a probationary or permanent Unit member from a position due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.
- B. Process for Annual Assignment of Employees
1. The supervising administrator shall annually work with the personnel office to identify known vacancies created through program changes, growth, attrition, or other means, and to identify program needs.
  2. Once the program needs have been identified, the following process will be utilized for determining the assignment of an employee.
    - a. The supervising administrator, or designee, will meet with employees, by subgroup, to discuss program needs of the various schools, and grade levels.
    - b. The supervising administrator, or designee, will meet with employees, by subgroup, to collaboratively attempt to mutually agree to their individual assignments within a time frame specified by the supervising administrator or designee.

- c. Employees may make a request for reassignment to their supervisor for the coming school year.
- d. If more than one person has requested the same assignment, the following criteria shall be applied by the supervising administrator or designee before making the final recommendation for placement in the assignment to the Director of Personnel:
  - (i) Educational training related to the assignment
  - (ii) Experience
  - (iii) Evaluation
  - (iv) Years of in-District experience in that classification.

Seniority shall be considered if the above factors are judged to be equal

- e. The supervising administrator shall be responsible for determining the final recommendation for placement in the assignment to the Director of Personnel.

### C. Process for Annual Transfer of Employees

#### 1. Employee-Initiated Transfer:

- a. Available openings for the following school year shall be posted at each site and on the District's web site. It is the District's intent to distribute available postings between the last working day in January and the last working day in March. The Association president and vice-president will be notified of vacancies. Following the posting of a vacant position, the employee shall have five (5) work days to notify the personnel department of their interest in the posted position by completing a transfer application form which will be available at the District office and school sites. All applications for transfers, whether faxed, scanned, emailed, mailed, or hand-delivered, must be received in the personnel office by 4:30 p.m. on the posted closing date. Any vacancies which occur during the school year as the result of a termination, promotion, reassignment, or resignation should be backfilled until the end of the school year. Any vacancies which occur after the final posting will be backfilled and listed on the first posting of the following school year.
- b. Placement of an employee requesting a transfer shall be processed only after the Director of Personnel has consulted with the appropriate administrative staff. This shall include at least the present and the receiving supervisor.
- c. If more than one employee has applied for the same position, the determination as to which employee will be recommended for employment shall be made by the Director of Personnel, in consultation with the immediate supervisor, who shall take into consideration the following:
  - (i) Educational training related to the position.

- (ii) Experience
- (iii) Evaluation and/or recommendations
- (iv) Interview

Seniority shall be considered if all factors are equal.

- d. The filing of a request for transfer shall be without prejudice to the employee. Such action does not jeopardize the present assignment. A request may be withdrawn at any time prior to the official confirmation of the transfer.
- e. Employee-initiated transfers after the beginning of any school year shall be considered on a case-by-case basis in a collaborative effort by:
  - (i) Director of Personnel
  - (ii) Appropriate Special Services administrator or designee
  - (iii) Site administrator or designee
  - (iv) The employee requesting transfer
- f. Current employees within the Bargaining Unit shall be given first consideration for all vacancies.
- g. Reasons for denial of employee-initiated transfer shall be given in writing within seven (7) working days if requested by the employee involved.
- h. Upon request a listing shall be made available to the Association of all positions filled after the beginning of the school year.
- i. The request of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional needs of the school district and is in the best interests of the students as determined by the Director of Personnel.

2. District-Initiated Transfers

- a. Employees shall be allowed the right to consultation with their immediate supervisor prior to any contemplated District-initiated transfer.
- b. The district-initiated transfer will take place only after a meeting among the following:
  - (i) Employee
  - (ii) Director of Personnel
  - (iii) Site administrator or designee
  - (iv) Appropriate Specialist Services administrator or designee
- c. The request of the administrator to transfer an employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school district and/or the best interests of the students.

- d. Transfer of a District employee under non-emergency conditions shall be completed by July 1. In any non-emergency situation, transfer may also occur after July 1 with mutual consent.
- e. In the event of an emergency situation, prior to the transfer, the employee, at the employee's option, shall be allowed an opportunity for consultation. This consultation shall include the immediate supervisor, LPPA representative, and the Director of Personnel.
- f. When a choice of positions is available, the employee may indicate an order of preference. If two or more employees to be transferred request the same assignment, the one best qualified, in the judgment of the Director of Personnel, in consultation with the appropriate administrative staff, shall be recommended. If the qualifications of those involved are judged to be equal, years of experience within the Unit and then within the District shall be considered.

#### D. Site Displacement

If it becomes necessary to displace a counselor from a site, the affected counseling staff may choose to meet with each other to attempt to mutually agree which counselor(s) will be displaced. If agreement cannot be reached, the counselor(s) at that site with the least district seniority in that classification will be displaced. The displaced counselor(s) shall have priority for vacant positions over employee-initiated transfers as based on the language in Article X.C.1.c.

#### E. General Provisions

- 1. District-initiated transfers and displaced unit members will take priority over employee-initiated transfers.
- 2. A District-initiated transfer shall not result in loss of total compensation to the employee for the remainder of the school year, nor shall years of experience credit with the District be lost due to such transfer.
- 3. If a transfer/change of assignment occurs within the school workyear, the employee's supervisor may approve up to three workdays to prepare for the new transfer or new assignment.
- 4. A District-initiated transfer of an employee shall not affect placement on the basic salary schedule.
- 5. Ability to perform services eligible for Medi-Cal billing shall not be a criterion for determining assignments.
- 6. A District-initiated transfer or change of assignment shall not be arbitrary, capricious, or punitive.

7. Nothing in this Article shall prohibit the District and Bargaining Unit members from mutually agreeing to modifications in assignments to assist, or assume the tasks of, another Unit member.

8. The LPPA President, Vice President, and Negotiating Chair will receive electronic notice of job vacancies.

F. Hiring Procedures

Appropriate Unit members shall be on the interview committees for applicants for positions within the Bargaining Unit.

G. Allocation of Extra Work Days

Available extra workdays shall be offered to Unit members whose schedules will accommodate the extra days without undue disruption of their assignment prior to the use of retirees, substitutes, or other individuals to fill the extra workdays. The District shall make a list of all unit members available with appropriate certification.

**ARTICLE XI**  
**STRIKE/WORK STOPPAGE PROVISION**

A. At all times the employee is entrusted with the safety and welfare of the students and school property.

B. In the event of strike/work stoppage of other bargaining units, employees shall not be assigned to the instruction of, or assistance in the instruction of students.

C. LPPA employees shall not be assigned to teach or assist in the teaching of students in a classroom or study hall, or to supervise in a situation which serves as a substitute for regular group instruction.

D. In the event of a strike/work stoppage of other bargaining units, the Board and its representatives shall attempt to maintain regular school assignments for all LPPA employees.

**ARTICLE XII**  
**EMPLOYEE SAFETY AND PROTECTION**

A. The District shall provide safe working conditions. Employees shall report to their immediate supervisor and/or site administrator any alleged unsafe, unhealthy, and/or unsanitary condition which they discover in and around their work areas. The site administrator and/or immediate supervisor shall take whatever action deemed necessary to correct the condition within a reasonable period of time.

B. If the situation referred to in Paragraph A above is not resolved, the employee may submit the alleged violation to the appropriate administrative agency such as CAL OSHA.

C. Any employee concerns about working conditions detrimental to the performance of professional duties shall be stated in writing to the immediate supervisor and/or



appropriate site administrator. The site administrator and/or the immediate supervisor shall have sole discretion whether any specific action is appropriate. The site administrator and/or the immediate supervisor will provide the employee with a written response to the stated concern(s) as soon as practicable.

### **ARTICLE XIII** **LENGTH OF DAY**

- A. Employees shall work the following time periods per day: 480 minutes for School Psychologists and Program Specialists; 450 minutes for High School Counselors; 420 minutes for Middle School Counselors and Elementary School Counselors; and 450 minutes for School Nurses, and Speech-Language Pathologists. Service shall begin at reasonable times as approved by the immediate supervisor and should generally correspond closely with the start of the employee's assigned school(s).
- B. The work day is to be served consecutively, except for interruptions of lunch unless mutually agreed upon.
- C. If, in the performance of duties, the employee works in excess of the length of day set forth in Paragraph A, the employee and the immediate supervisor may agree to an equitable schedule adjustment in recognition of the work day exceeding the length of day set forth in Paragraph A.
- D. All LPPA employees are required, as assigned, to participate in the following activities beyond the workday without requesting an equitable schedule adjustment: Faculty meetings; Special Services Department meetings (Management Chairperson to strive to keep the meeting within the LPPA workday); project or district meetings; completion of parent conferences (at home or school) and IEP meetings that commence during the regular workday; back-to-school and open house nights; athletic and social events; music performances; and the supervision of organized student groups. In an emergency, employees may be required to perform duties not indicated above. In no case shall an employee be required to participate in an IEP or parent conference past 5:00 p.m. In the event that an employee, at the employee's sole option, elects to continue to attend an IEP or parent conference past 5:00 p.m., the employee shall be paid prorated per diem pay for the duration of the IEP or parent conference past 5:00 p.m.
- E. An employee who is assigned to a school site for more than fifty percent (50%) of their work time will be considered as a staff member at that site. An employee who is not assigned to any one school site for more than fifty percent (50%) of their work time will be considered as a staff member at a site assigned by the supervisor.
- F. Office time will be provided during the professional day or week as demanded by the workload and responsibilities of the individual employee and shall be mutually agreed upon between employee and immediate supervisor.
- G. LPPA employees will not be assigned to regular day-to-day duty roster assignments such as bus duties, campus patrol, and cafeteria duty.

**ARTICLE XIV**  
**WORK YEAR**

A. Contract Work Year to be as follows:

<u>Classification</u>	<u>Yearly Work Days</u>
Elementary Counselors	184 days
Speech-Language Pathologists	182 days
Middle School Counselors	189 days
School Nurses (Level I)	189 days
School Nurses (Level II)	195 days
High School Counselors	194 days
School Psychologists	195 days
Program Specialists (Level I)	195 days
Program Specialists (Level II)	215 days

It is the intention of LPPA and LUSD that at least 180 days of the employee's work year will be served on days when students are in attendance or receiving services unless agreed upon by the employee's immediate supervisor.

The four additional days worked by Elementary School Counselors will be worked immediately prior to the student instructional calendar.

- B. Days other than student contact days or employee preparation day(s) worked by counselors shall occur during the ten calendar days immediately preceding the start of the contract Work Year, and/or during the ten calendar days immediately following the end of the contract Work Year, except when mutually agreed upon between employee and immediate supervisor. These days shall not occur on any weekend, holiday, or evening unless mutually agreed upon.
- C. Days other than student contact days or employee preparation day(s), or portions thereof, worked by School Psychologists and Speech-Language Pathologists, may fall before the start of the contract Work Year, during the contract Work Year, or after the contract Work Year, as mutually agreed upon by the individual specialist and their immediate supervisor.
- D. The District shall not require an employee to work on any weekend, holiday, evening, or non-work days unless mutually agreed upon.
- E. Additional work days may be requested according to the varying workload of the individual employee. These days shall occur on dates and times mutually agreeable between the employee and immediate supervisor.
- F. All additional work days shall be paid separately.
- G. Employee work-year assignments shall be completed within a school year, commencing July 1 and ending June 30 of the following year.

- H. Employees new to the district during their first year of service are required to provide three (3) additional workdays beyond those days required for returning employees. The days shall be used for the purpose of orientation and in-service training.
- I. Common Planning Time (CPT)
  - 1. Common Planning Time shall occur according to a schedule developed annually by the Assistant Superintendent of Elementary and/or Secondary Education.
  - 2. The Lead School Psychologist, Lead School Counselor, Lead School Nurse, and the Lead Speech Language Pathologist will schedule common planning time activities pursuant to J. 1.
  - 3. The Lead School Psychologist, Lead School Counselor, Lead School Nurse, and the Lead Speech Language Pathologist will lead/facilitate Common Planning Time for each sub-group and shall be released from school site obligations.
  - 4. LPPA employees may collaboratively determine the topics to be addressed during the sub-group Common Planning Time.
  - 5. CPT is valuable time for collaboration and for LPPA subgroups. The expectation is that LPPA employees will be allowed to meet with their subgroups during CPT unless a site Principal determines that circumstances require that a LPPA employee be present at the school site during that time.
  - 6. Common Planning Time will not be used for faculty meetings or district-directed professional development.

**ARTICLE XV**  
**SALARY**

- A. Salary Schedules shall be attached. [See Addendum 1]
- B. Application of Schedule
  - 1. The salary schedule shall remain in effect until revised.
  - 2. Advanced Degree: An employee shall receive one stipend annually for the highest earned degree limited to the following:
    - a. \$1,000.00 MA, MS, M.Ed., Ed.S.
    - b. \$1,500.00 Ph.D., Ed.D.
  - 3. Full years of satisfactory credentialed, certificated service in any WASC-accredited educational institutions (or corresponding regional associations) shall be allowed for initial placement on the salary schedule. [Subject to limits of MOU of 2/15/02]
    - a. On initial placement, School Nurse(s) shall be given full years experience credit for previous full-time nursing experience as a registered nurse with a BS degree in Nursing or Health Services. Such experience must be full-time for twelve (12) consecutive calendar months.
    - b. Speech-Language Pathologists shall be given full years experience credit for previous full-time experience as licensed speech-language pathologists in other than a public school. Such experience must be full-time over twelve (12) consecutive calendar months.

4. A stipend of \$4,000.00 each will be paid to a Lead School Psychologist, a Lead Speech-Language Pathologist, a Lead School Nurse, and a Lead Counselor. These positions will perform duties such as providing a communication link, performing scheduling duties, facilitating department meetings as needed, mentoring assigned staff and other leadership tasks such as assisting with crisis intervention coordination. *(Revised June 2015)*

A The parties agree to set forth the following selection criteria for LPPA employees serving as a “Lead.”

1. Serving as a lead is voluntary and selection is done on a yearly basis
2. Leads are selected by the Administrative Director of Student Services/SELPA with input from at least two (2.0) members of the respective subgroup.
3. Selection of Leads should occur prior to May 1<sup>st</sup> each year
4. Leads may be removed by the Administrative Director of the SELPA with 30 days written notice. (Pay to be prorated based upon days served)
5. Leads may resign this assignment with 30 days written notice. (Pay to be prorated.)
6. There will be no reduction in caseload for employees serving as the lead
7. Leads must be working full-time during the year served as the lead
8. Leads must be working at least 75% during the year prior to serving as the lead
9. Stipend is paid in two installments annually

B The parties agree to set forth the following selection criteria for LPPA employees serving as a “Lead.”

Assist the Administrative Director of Student Services/SELPA and Coordinators of Special Education as requested:

1. Serving as a lead is voluntary and selection is done on a yearly basis
2. Assist with developing employee assignments.
3. Serve as the communication liaison between the administrators and the employee subgroup concerning information, issues, resources and staff development opportunities.
4. Assist with the orientation of new staff members, including interns.
5. Assist with preparing the agenda, scheduling, facilitation of meetings, and advise on general annual workflow for the subgroup.
6. Attend periodic meetings, providing input reflecting the employee subgroup’s perspective on pertinent issues; and disseminating information to the employee subgroup.
7. Assist with developing expenditure priorities for annual budget allocations.
8. Serve as the liaison between the employee subgroup and outside agencies/specialists.
9. Assist with inventory, acquisition, and maintenance of appropriate equipment, materials and supplies.

5. Employees shall receive credit for all past teaching, administrative, or Pupil Personnel service, with the limitations as specified in Paragraph 2 above.

6. Military credit shall be allowed when an employee is called to active duty from the District, as required by the Education and Military Codes.
7. To qualify for a year of experience on salary schedule placement, an employee must have served 75% of the number of hours and the number of workdays in each school year for which experience is requested. Employees who are in part-time positions for less than the equivalent of 75% of the number of hours and the number of work days in each regular school year shall accumulate one year of salary credit for every two years they work at least fifty percent (50%) of the number of hours and the number of work days in the regular school year.
8. October 15 shall be the deadline for submitting official verification of professional growth credit.
9. Formal Education Credit

All units or degree programs which are to apply toward salary advancement shall meet the following requirements:

- a. All units offered by institutions accredited through WASC or corresponding regional associations shall be upper division or graduate level and must apply toward the acquisition of advanced degrees or required/new credentials. Exceptions to this must be reviewed and approved by the LPPA Executive Board. Generally, all units taken should enhance the employee's service to the District.
  - b. Courses accredited by the Board of Registered Nurses that are eligible for Continuing Education Unit (CEU's) purposes shall count towards advancement on the salary schedule based upon one (1) CEU being the equivalent of ten (10) clock hours or two-thirds (2/3) of a semester unit.
  - c. Requests for approval must be submitted to the Director of Personnel on Form A at least ten (10) work days prior to the first class meeting. Final approval must be obtained for units or programs counted towards professional growth and salary advancement. (Form A available from Personnel).
  - d. Continuing professional development hours approved by the Speech-Language Pathology and Audiology Board or the American Speech Language Hearing Association shall count toward advancement on the salary schedule based upon 15 professional development hours being the equivalent of one (1) semester unit, or one (1) CEU being the equivalent of ten (10) clock hours or two-thirds (2/3) of a semester unit.
10. Mileage  

LPPA employees who are required to be at more than one location per day shall be reimbursed for mileage between locations at a rate adopted by the Board.
  11. Speech Language Pathologists and School Nurses who maintain a California State License in their respective disciplines for the entire work year may be reimbursed

for the actual cost of the state license by providing the actual receipt for payment of that fee to the district. *(Added June 2015)*

C. RETIRED EMPLOYEES [MOU 7/17/02]

1. Salary

Retired employees (receiving STRS benefits) will be placed at Class D, Step 15, providing they otherwise meet the experience and education requirements for that column and step. *(Revised June 2015)*

2. Benefits

If the retired employee is not already receiving paid health benefits from the District, the District will provide paid health benefits in the same manner as provided to other District employees.

3. Employment Status

Retired employees will be hired on an as-needed basis as substitutes in accordance with Education Code 24214.

Retired employees shall not take the place of a non-retired qualified person providing there are acceptable applicants with appropriate credentials.

**ARTICLE XVI**

**ADULT SCHOOL, SUMMER SCHOOL, AND EXTENDED-YEAR PROGRAMS**

- A. Employees within the unit shall be given equal opportunity as applicants for employment as Counselors, Teachers, or Administrators in adult school, summer school, and extended-year programs, and shall be paid an appropriate and equivalent salary for services rendered based upon experience and other significant factors used to determine salary for adult, summer school, and extended-year programs.
- B. "Equal Opportunity" refers to selection of personnel based upon appropriate individual qualification and with no consideration of the employee's bargaining unit.

**ARTICLE XVII**

**FRINGE BENEFITS**

- A. The District shall pay up to the negotiated CAP amount (the total amount of money allocated by the district for health, vision and dental benefit costs for each employee) for the purpose of allowing a full-time employee to enroll in district-provided medical, dental and vision plans.

The District shall pay the costs of medical coverage up to the CAP amount for full-time employees. The amount remaining, if any, shall apply to the cost of the vision and dental coverage.

Delta Dental Plan coverage will be provided through the Central Valley Trust.

B. HEALTH BENEFITS CAP

- a. The Association may, on an annual basis, choose to pool individual health benefit CAPs to create an Association Pool from which to provide an adjusted health benefits CAP for members.
  - i. The Association Pool is calculated as follows: the number of projected FTE for the ensuing school year multiplied by the full-time health benefits CAP and subtracting a 10% allowance as an allowance for unforeseen changes. (The CAP in 2017-18 is \$566.40 for full-time employees per month).
  - ii. The Association may thereafter request that the District apply the amount to the health benefits CAP for so long as the total cost of the District's contribution does not exceed the Association pool allotment.
  - iii. Any unused funds which remain in the Association Pool shall revert to the District.
  - iv. This process shall be completed no later than September 30 of each year.
- b. No member may be assigned a health benefits CAP which triggers penalties to the District under the Affordable Care Act (ACA).
- c. In the event that the parties disagree as to the application of any provision of this section, the CAP listed in section B. a. i. (above) shall remain in effect.
- d. Should the status quo result in triggering penalties under the Affordable Care Act, the District may adjust the CAP amount to a level which avoids such penalties.

C. Members who work at least half-time but less than full-time shall pay their prorated share of the premium cost for insurance.

D. The unit member must work half-time or more to qualify for coverage.

E. Optional insurance plans at member cost and authorized payroll deductions include tax-sheltered annuities, income protections and life insurance.

F. Internal Revenue Code Section 125 Plan

The District shall establish a Flexible Spending Plan pursuant to Internal Revenue Code Section 125 for the benefit of regular probationary and permanent employees who are otherwise eligible for fringe benefits. Employees electing to participate in this 125 Plan shall be responsible for any required monthly administration fees. Internal Revenue Code Section 125 Plan to be conformed to the benefit plan year.

G. Retirement

The District is required by law to contribute annually toward the retirement benefits of each employee at rates established by the Education Code.

H. Early Retirement Health Benefits

1. Eligibility

- a. To be eligible for this program the employee must:

- (1) Have completed ten (10) consecutive years of full-time service in the Lodi Unified School District without a break in service immediately prior to retirement through the State Teachers Retirement System (STRS).
  - (2) Have reached the age of fifty-five (55) on or before September 1 of the first school year in which they elect to participate in such program.
  - (3) Not have passed their sixty-fifth (65th) birthday at the beginning of retirement.
  - (4) Have reached at least Class B on the salary schedule.
  - (5) Arrange retirement to coincide with the end of a school year by notifying the District prior to July 1 of their intention to participate in this program.
- b. For purposes of this plan only, a professional development leave or a period of unpaid medical leave shall not be considered a break in full-time service.

## 2. Eligibility Period

Employees who qualify for District-paid early retirement health benefits as specified above in G.1. will receive them only between the ages of fifty-five (55) and their sixty-fifth (65th) birthday. Benefits provided by the District will terminate at the end of the month in which the retiree becomes sixty-five (65).

## 3. Benefits

- a. Health benefits provided in this plan will include only the same coverage as provided for active employees. Premiums will be paid by the District to the same extent as currently being paid for members of the LPPA Bargaining Unit. A notice will be mailed by October 1 of each year to retirees covered under the benefit program listing the current benefits.
- b. In a case in which the retiree predeceases a spouse and the spouse would have otherwise been covered, the same benefits will be continued for the spouse until the time at which the retiree would have become sixty-five (65). These benefits provided for the surviving spouse will be canceled if the spouse remarries before the normal benefit termination date.

## 4. Benefits Beyond Age Sixty-Five (65) at Retiree's Expense

Those benefits which may normally be continued beyond age sixty-five (65) when a retiree pays their own premiums will be available to the retiree under those conditions. Availability and procedures will be subject to regulations of the insurance carriers.



**ARTICLE XVIII**  
**LEAVES**

A. General

1. Requests for necessary or voluntary leaves of absence for reasons not specified in this Article will be considered by the Superintendent or designee, from the standpoint of value to the District, urgency of the request, and the employment record of the employee making the request. Leaves of absence may be granted under any one of the following arrangements:
  - a. Deduction of full pay
  - b. Differential pay
  - c. Use of accumulated sick leave time
  - d. No deduction
2. Employees on extended leaves of absence shall notify the Board of their intention with regard to status of employment no later than November 1st for semester leave and February 1st for yearly leave.
3. During all unpaid leaves, members of the Unit shall have the right to continue participation in District health and dental plans at member cost subject to insurance carrier regulations.
4. For all paid leaves, members shall have continued coverage under District-paid health and welfare plans and shall receive credit for salary increments as if the member were on duty.
5. No leave of absence when granted to a probationary employee shall be construed as a break in the continuity of service required for the classification of the employee as permanent. The time during which the leave of absence is taken shall not be considered as employment.
6. On paid leaves within the school year, the Board shall return the member to their prior assignment if it is available. However, by mutual agreement between the Board and the employee, the employee may be returned to an assignment other than the one previously held. In no case may the prior agreement of the member be a condition upon which the leave is granted.
7. If Board action is necessary to approve a leave of absence request, action shall be taken within forty-five (45) days of the request.
8. Request for leaves of absence shall be submitted prior to February 1 of the year preceding the leave.

B. Leave for Personal Necessity

1. Any days of absence for illness or injury earned pursuant to the Education Code (sick leave) may be used by the employee at their election in cases of personal necessity, including any of the following:

- a. Death of a member of the immediate family when additional leave is required beyond that provided in Bereavement Leave.
- b. Accident, involving their person or property, or the person or property of a member of their immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant or party.
- d. Serious family illness and/or emergency necessitating the employee's presence at home.
- e. Fire, flood or immediate danger to the home of the employee.
- f. Personal business of a serious nature which the employee cannot disregard.
- g. Such other reasons which may be prescribed by the Board. The Board authorizes the Superintendent or his/her designee to accept valid reasons other than those listed above.
- h. The Board may require proof of personal necessity for the purpose of this policy.
- i. Employees may use four (4) days of this leave per year by specifying only compelling personal importance (CPI). The employee using such leave may be required to file a written statement with the Personnel Department that such leave was not used for any of the following purposes:
  - (1) Recreation
  - (2) Vacation/recreation travel
  - (3) Engaging in other employment
  - (4) Work stoppage or strike

### C. Sick Leave

- 1. All full-time employees working five (5) days per week shall be entitled to ten (10) days leave of absence for illness, injury, or quarantine with full pay for the full school term. Sick leave shall accumulate without limitation and is transferable to succeeding school districts as the Education Code requires.
  - a. All full-time employees shall be entitled to one-half additional day of sick leave for every ten days worked beyond the student contact days in a given school year.
  - b. Extended-year personnel shall be entitled to one (1) day leave of absence for illness or injury per 20 days. The absent certificated employee shall receive the difference between the employee's salary and Board's adopted rate of pay for substitutes.

- c. All part-time employees working five (5) days or less per week shall accumulate sick leave on a prorated basis as outlined in the Education Code.
2. Employees must comply with rules and regulations of the District regarding the advance reporting of illness or injury absence. Failure to follow District procedures in giving adequate notice of absence, or intent to return to duty after such absence, may be grounds for disciplinary action.
3. Upon the date of return from absence, the employee shall complete a statement verifying that the absence was due to illness or injury or quarantine as prescribed. Falsification of information may be grounds for disciplinary action.
4. In the event an employee is habitually absent, or an unusual pattern of absence occurs, or there is reasonable evidence that sick leave has/is being misused, medical verification may be required for all future sick leave requests.
5. Medical verification may be required of any employee absent five or more consecutive days.
6. When an employee returns to work from an extended illness or injury, a licensed medical practitioner's release certifying the employee's ability to assume all regular duties is required.
7. The District shall provide each employee with a written statement of their accrued sick leave total no later than October 1 of each school year.
8. After an employee who is absent due to injury or illness has exhausted all accumulated sick leave, they shall be paid for a maximum of one hundred (100) school days the difference between their salary rate and the compensation paid to their replacement. If a substitute is not employed, the employee's rate of pay will be the difference between their salary rate and the rate that would have been paid to a substitute.
9. Accumulated sick leave shall apply toward retirement credit as per the requirements of the Education Code. Sick leave may be used in conjunction with Workmen's Compensation according to the Education Code.

#### D. Health Leave

Any regular employee of the District may, at the discretion of the Board, be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not more than one year. Such leave may be extended in case of serious health conditions.

#### E. Industrial Accident or Illness Leave

An employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the District's Worker Self-Insurance Program.
2. Allowable leave for such industrial accident or illness shall be for the number of days of temporary disability, not exceeding sixty (60) working days.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from their duties on account of industrial accident or illness, that person shall be paid such portion of the salary due for any month in which absence occurs, as when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the employee of not more than that person's full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
8. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.
9. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which when added to their temporary disability indemnity will result in payment of not more than the full salary due. See following example:

Working days lost because of injury on job -- 30 days

Regular salary for the period	\$360.00
Less total compensation for period received from District's Worker Compensation Insurance Carrier	<u>\$200.00</u>
Total payment by the District for period	\$160.00

Charge to employee's sick leave account

$$\frac{\$160}{\$360} \times 30 = 13 \text{ days}$$

#### F. Bereavement Leave

1. Three days leave with pay shall be granted an employee upon the death of any member of their immediate family. However, if travel beyond 300 miles or out-of-state is required, five days leave shall be granted. Immediate family refers to: mother, father, grandmother or grandfather of the member or of the spouse of the member, and the spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the employee, sister-in-law, brother-in-law, grandchildren, or any relative living in the immediate household.
2. The Board may grant up to two additional days or may grant bereavement leave for persons other than those listed above. No salary shall be deducted for such absence.

#### G. Leave for Jury Duty/Court Appearance

1. When ordered by the court, employees may be absent from duty to serve as jurors or court witness under subpoena under court order (other than personal business) or to appear as a witness for the District without loss of pay or loss of accrued sick leave.
2. Fees other than reimbursed expenses paid the employee for such services shall be payable to the District.
3. When an employee is excused from jury duty within San Joaquin County prior to 12:00 p.m. (noon), the employee shall return to work.
4. It shall be the responsibility of the employee to present to the immediate supervisor written verification of such required attendance in court.

#### H. Sabbatical Leave

1. An employee is eligible to apply for a sabbatical leave after the employee has served the Lodi Unified School District in a full-time capacity for seven years as a regular credentialed employee.
2. The rate of pay while on leave shall be one-half the employee's annual regular contract salary.
3. The employee, at the employee's expense, must file with the Board of Education a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render twice the term of leave of service in this District following the termination of the sabbatical leave, or in the event said employee fails to carry out the program of sabbatical activities approved by the LPPA Executive Board.
4. Failure of any employee to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.

5. Before leave can be approved by the Board, applicant must submit a detailed plan of leave activity to the LPPA Executive Board for its evaluation and recommendation to the Superintendent.
6. At the conclusion of the leave, the employee must submit a written report of the leave activities to the Pupil Personnel Services Executive Board for its recommendation to the Personnel Office before salary advancement can be allowed for professional growth.
7. February 1 is the deadline for applications to be received in the Personnel Office for leave beginning for the fall semester. November 1 is the deadline for second semester leave.
8. Recommendations from the LPPA Executive Board will be made the first regular meeting of the school board in March and December.
9. Reinstatement to active service at an earlier date may be allowed by mutual agreement between the District and the employee.
10. An employee granted sabbatical leave will be subject to the District salary and professional growth policies.
11. Method of payment for salary during the sabbatical shall be prearranged between the employee and the Director of Personnel prior to the start of the approved leave.
12. Sabbaticals may be granted for one or two semesters in length.

#### I. Maternity Leave

1. Maternity leave is defined as that period of released time granted to the employee as requested prior to and after the delivery of the child. Such leave shall not last more than fifteen (15) months.
2. The employee qualifies for sick leave benefits for the time that the employee's licensed medical practitioner says that the employee is ill and/or disabled as a direct result of pregnancy.
  - a. The employee shall notify the District of her pregnancy and submit her request for maternity leave at least thirty (30) calendar days prior to the commencement of such leave.
    - (1) The notification of maternity will be in written form and will include written confirmation of pregnancy, the expected delivery date, and the anticipated time of return to work.
    - (2) A maternity leave may begin at any time between confirmation and termination of pregnancy as long as notification is made in conformity with letter "a" above, provided the employee's licensed

medical practitioner confirms that the employee can continue to perform all assigned duties.

(3) That period of time that the employee's licensed medical practitioner verifies that she is ill and/or disabled as a direct result of pregnancy and cannot work is not considered as maternity leave, but sick leave.

(4) An employee may return from maternity leave prior to the "anticipated time of return to work" if she has written verification from her licensed medical practitioner that she can carry out her assigned duties.

b. An employee who served less than seventy-five percent (75%) of the duty days in the school year that the maternity leave was granted will be placed at the same salary step upon return as when the maternity leave became effective; if the employee served seventy-five percent (75%) or more of the school year, the employee shall progress normally on the salary schedule.

#### J. Parental Leave

Parental leave is defined as that period of time granted to the employee prior to and after the birth or adoption of a child.

1. Such leave shall be without pay and last not longer than fifteen (15) months.

2. When a parental leave exceeding three months is granted, the employee shall be transferred to an unassigned status, thus assuring the employee reinstatement.

a. If the leave exceeds three calendar months, the employee may be assigned in conjunction with the rules and regulations of the Transfer Article.

b. Further parental leave may be granted in the form of a leave of absence.

3. An employee who served less than seventy-five percent (75%) of the duty days in the school term that the parental leave was granted will be placed at the same salary step upon return as when the parental leave became effective; if the employee served seventy-five percent (75%) or more of the school year, the employee shall progress normally on the salary schedule.

4. Verification from an appropriate agency may be requested as to the actual date of placement of the child.

#### K. Personal Leave for a Child's School Activities

1. Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades kindergarten through 12, or who attend a licensed day-care facility, may use up to 40 hours of personal leave each school year in order to participate in school or day-care activities. Such leave shall not

exceed eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence.

2. Upon request by the superintendent or designee, the employee shall provide documentation from the school or licensed day-care facility that they participated in school or licensed day-care facility activities on a specific date and at a particular time.



## L. Victims Of Domestic Violence Or Sexual Assault

1. An employee who is a victim of domestic violence or sexual assault as defined by law may take time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or their child. In addition, an employee who is a victim of domestic violence or sexual assault may take time off from work to attend to the following activities:
  - a. Seek medical attention for injuries caused by domestic violence or sexual assault.
  - b. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
  - c. Obtain psychological counseling related to an experience of domestic violence or sexual assault.
  - d. Participate in safety planning or take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.
2. An employee who is a victim of domestic violence or sexual assault may use leave that is otherwise available to the employee under the applicable terms of employment, unless otherwise provided by this collective bargaining agreement.
3. Prior to taking time off, an employee shall give reasonable notice to their supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide to the supervisor certification of the absence in the form of any one of the following documents:
  - a. A police report indicating that the employee was a victim of domestic violence or sexual assault.
  - b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
  - c. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.
4. The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to the extent authorized by law.

## M. Military Leave

1. Employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are

otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code.

2. Employees on military leave shall retain those rights and privileges as required by law.
3. When an employee has a choice, voluntary reserve and National Guard military training periods of short duration shall be taken at times when school is not in session.

N. Personal Leaves for Political Activities

Leave of absence without pay for political activities may be granted for the purpose of being a candidate for or the holding of political office.

O. Professional Leave / Study Leave

1. Leave for professional duty may be granted by the Board subject to regulations established by the Board.
2. Leaves under this policy are for a period of one semester or one school year.
3. Leaves shall be job related and/or deemed of value to the District.

P. Family Care Leave (FMLA/CFRA)

The District shall comply with all mandated provisions of state and federal law concerning family and medical care leaves.

Q. Catastrophic Leave

Permanent employees who suffer from a catastrophic illness or injury, or who have a family member who suffers from a catastrophic illness or injury, may request leave credits from the Catastrophic Leave Program in accordance with Board Policy 4153. (Application form may be obtained from Personnel).

**ARTICLE XIX**  
**REDUCED WORKLOAD**

Upon the request of the employee, the Board may approve a Reduced Workload Agreement.

A. Such agreement must meet the following criteria:

1. The employee must:
  - a. Be determined by the District as being eligible for participation in accordance with existing STRS (State Teachers' Retirement System) statutory provisions and administrative directives.
  - b. Have been an employee of the district ten or more years.

- c. Have been a full-time District employee for at least ten years of which the five consecutive years immediately preceding such reduced workload assignment were full-time employment without a break in service.
    - d. Have reached the age of fifty-five (55) prior to reduction in workload.
    - e. Have reached a placement on the salary schedule equal monetarily to Step 12, last column of the appropriate salary schedule.
  - 2. Must be mutually beneficial to the district and to the employee.
- B. Such reduced workload agreement shall:
  - 1. Not exceed ten years
  - 2. Not extend beyond the end of the year in which the employee reaches his or her 70th birthday
  - 3. Commence at the beginning of a school year
  - 4. Not be revoked except with mutual consent of both parties.
- C. The employee shall:
  - 1. Contribute to the State Teachers' Retirement System the amount which would be required had that person been a full-time employee.
  - 2. Work at least the equivalent of one-half of the number of days of service required by the member's contract of employment during his or her final year of service in a full-time position.
  - 3. Receive a salary which is the pro rata share of the salary the member would be earning had the member not elected to exercise the option of part-time employment.
- D. The District shall:
  - 1. Contribute to the State Teachers' Retirement System an amount based upon the salary that would have been paid to the member had the member been employed full-time and at the rate specified by the STRS Board.
  - 2. Maintain the necessary records to separately identify each member receiving this benefit.
- E. The employee shall receive health benefits in the same manner as if employed full-time.
- E. Eligibility for retirement health benefits shall be determined as if the employee had been employed full-time.

**ARTICLE XX**  
**PROFESSIONAL INSERVICE CONFERENCE**

- A. Employees may be granted leave without loss of pay for attendance at professional meetings of educational groups, workshops, or conferences. Such leaves will require the approval of the immediate supervisor and the Superintendent or designee.
- B. Authorized categorical funds may be used for employees to attend meetings, workshops, or conferences at the discretion of the immediate supervisor and/or the Superintendent or designee.

**ARTICLE XXI**  
**RATIO OF SERVICES**

A. School Counselors

The goal of the employees is to change the pupil ratio for middle and high school counselors to 1:400 with a maximum of 1:450 per counselor. This will be accomplished by hiring counselors as needed for each affected school.

B. School Psychologists

- 1. The district will provide school psychologist services to meet state and federal mandates as a minimum level of service.
- 2. Without mutual consent, school psychologist interns will not number more than twenty-five percent (25%) beyond the F.T.E. of regular school psychologist employees.

C. Speech-Language Pathologists

The district agrees to provide Speech-Language Pathologist services to the degree required by the California Education Code.

D. School Nurses

The district will provide nursing services to meet state and federal mandates as a minimum level of service.

- E. If any specialists are cut from services or there is an increase in the work load, the supervising administrator or designee, along with the specialists affected, shall develop written priorities of services/duties. These priorities may be site or district-based, depending on the circumstance of the cuts.

**ARTICLE XXII**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
  - a. To equitably resolve grievances informally at the lowest possible level.
  - b. To provide an orderly procedure for reviewing and resolving formal grievances promptly.

B. Definitions

1. A "grievance" is an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.
2. A "grievant" is a member or members of the Bargaining Unit and/or the Association itself, who files a grievance on behalf of one or more individuals or on behalf of the Association. The Association President or designee shall be responsible for the processing of any grievance on behalf of the Association.
3. A "day" is any day in which the District office is open for business.

C. Informal Resolution

Prior to utilization of the grievance procedure, and within 20 days after the grievant knows or should reasonably have known of the alleged violation of this Agreement, the employee must schedule a meeting to discuss the problem in an informal conference with the immediate supervisor. The meeting shall be arranged by the supervisor at a mutually convenient time. Either the grievant or the supervisor may have one conferee present at such conference. Additional conferences may be held prior to initiation of Level I if it appears the resolution of the grievance may be achieved by informal means.

D. Level I - Formal Resolution

1. If informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing on the appropriate grievance form no later than fifteen (15) days after the last informal discussion.  
[See Addendum 2]

2. The formal document shall present a clear and concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.
3. The immediate supervisor shall communicate the decision to the grievant in writing within fifteen (15) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

E. Level II

1. In the event the grievant is not satisfied with the decision at Level I, they may appeal the decision in writing to the Director of Personnel within fifteen (15) days.
2. The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
3. The Director of Personnel shall communicate the decision within fifteen (15) days after receiving the appeal. Either the grievant or the Director of Personnel may request a personal conference within the above time limits. If the Director of Personnel does not respond within the time limits, the grievant may appeal to the next level.

F. Level III

1. If the grievant is not satisfied with the decisions rendered at Level II, they may appeal the decision within fifteen (15) days to the Superintendent. The grievant may file a copy with the Association.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.
3. Within fifteen (15) days after the appeal is filed, the Superintendent or designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Level IV-A Advisory Arbitration

1. Procedure
  - a. Within fifteen (15) days after receipt of the Superintendent's decision, the aggrieved may, by request in writing, have the grievance submitted to Advisory Arbitration.
  - b. Within five (5) days after receipt of the request for arbitration, the District shall request the California State Mediation and Conciliation Service to submit a list of five arbitrators who are deemed to be competent in the field.

- c. Within five (5) days after receipt of the list of arbitrators, the parties shall meet and alternately strike names from the list until only one remains. That person shall act as the arbitrator.
- d. After holding any necessary hearings, the arbitrator shall submit the findings to the Board of Education. The Board shall render the final and binding decision.

## 2. Powers and Limitations of the Arbitrator

- a. The arbitrator shall consider only those issues which have been properly carried through prior steps of the grievance procedure. The arbitrator shall afford district representatives and the employee(s) or his/her representatives involved, a reasonable opportunity to present evidence, witnesses and arguments.
- b. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this Agreement.
- c. The arbitrator shall have no power to disregard, alter, or modify any term of this Agreement. The arbitrator may recommend such remedies as judged to be proper with respect to the specific grievance.
- d. The arbitrator shall have no power to establish new salary structures or change any existing salary structure.
- e. Decisions of the arbitrator shall be advisory only and shall be subject to final review of the Board. All decisions shall be reduced to writing with copies to grievant(s), immediate supervisor, designated representative, and the Superintendent.

## H. Level IV-B Alternative

- 1. The grievant may choose to submit the grievance directly to the Board and waive the right to advisory arbitration in lieu of Level IV-A.
- 2. If the grievant is not satisfied with the decision rendered pursuant to Levels I, II and III, they may submit a request for hearing in writing within ten days to the Board.
- 3. The Board shall schedule the matter for a hearing at an executive session to be held at the next regularly scheduled Board meeting, provided at least ten days have lapsed.
- 4. Within fifteen days of the hearing, the Board shall submit its decision in writing to the grievant.

## I. General Provisions

- 1. Any step of the grievance procedure may be waived by mutual consent.

2. At any step in this procedure, the grievant may be heard personally or, excluding the informal level, be represented by a person of their choice.
3. The Association reserves the right to submit a grievance on behalf of any group of LPPA employees except at the informal level.
4. If the Board or its designated representative fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
5. Grievants shall have the right to a conference, upon request, at each level. The failure to request a conference shall not affect the position of the grievant, the status of the grievance, or the decision rendered.
6. An employee who wishes to have a grievance heard under this procedure shall initiate action within twenty (20) days from the time the employee had knowledge or should have had knowledge of the act or omission giving rise to the grievance.
7. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits may be shortened or extended by written stipulation of both parties.
8. Grievances involving an administrator above the site level may be initiated at Level II.
9. Should the processing of any grievance require that an employee(s) be released from regular assignment, there shall be no loss of pay or benefits.
10. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Copies shall be sent to the grievant and the immediate supervisor.
11. All parties to the grievance will make available to other parties involved all pertinent information not privileged under the law in its possession or control, which is relevant to the issues raised by the grievance.
12. Grievance must be initiated prior to the termination date of the contract.
13. The Board and the Association shall each pay one-half (1/2) of the expenses for the arbitrator.
14. The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
  - a. The date such writing is either personally delivered to the recipient or the day after such writing is postmarked in the United States mail addressed to the recipient at the last known address. It is the responsibility of the employee to notify the Personnel Department of any change in address.



- b. For purposes of this procedure, the term "writing" shall include the grievance, the grievance appeal, the answer to the grievant or grievance appeal or any other required writing.
- 15. District responses will be mailed/personally delivered to the grievant and, if listed on the grievance, the President of the Association.
- 16. Laws and Board Policy prohibit retaliation against persons who exercise their rights under this Article.

**ARTICLE XXIII**  
**SUCCESSOR AGREEMENT**

The Association agrees that its proposals for a successor agreement will be presented to the Board in writing at one of its regularly scheduled Board meetings no later than April 1 of the year the existing agreement expires. The Board agrees to hold a public hearing on the proposal for a successor agreement no later than two (2) weeks following the initial presentation. The Board agrees to enter into negotiations with Association over a successor agreement not later than six (6) weeks after the public meeting of the Board of Education at which time the Association's successor agreement proposals are presented to the Board as per the requirements of the Education Code. Any agreements so negotiated shall be reduced to writing after the ratification by the parties.

**ARTICLE XXIV**  
**EFFECT OF AGREEMENT**  
**COMPLETION OF AGREEMENT**

This document comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiation. District shall have no further obligation to meet and negotiate, during the term of this Agreement (except as otherwise expressly provided in this document), on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

**ARTICLE XXV**  
**WAIVER**

Failure by either party to enforce any rights under this agreement shall not be construed as a waiver of rights.

**ARTICLE XXVI**  
**HEADING**

The paragraph and section heading of this agreement are inserted only for convenience and shall not be construed as part of this agreement.

**ARTICLE XXVII**  
**APPLICATION**

Administrative policies or procedures of the District shall have no application to employees covered by this Agreement to the extent that the subject matter is covered by this Agreement.

**ARTICLE XXVIII**  
**SAVINGS**

If any provision of this Agreement is held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision. All other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXIX**  
**TERM**

- A. Duration  
The terms of the existing collective bargaining agreement will continue, without change, through June 30, 2019.
- B. Reopeners
  - 1. This shall fully and finally resolve all bargaining through the end of the 2016-2017 school year including all impacts and effects bargaining related to the 2016-2017 LCAP. There shall be no reopeners during the 2016-2017 school year.
  - 2. Reopeners for 2017-2018 & 2018-2019 shall include salary, benefits, and two additional articles per party.

**Lodi Unified School District**  
**Lodi Pupil Personnel Association Salary Schedule Effective 2017/2018**  
**Annualized 182 Factor 1.00**

**Addendum 1**

Step	Class A	Class B	Class C	Class D
	AB+30	AB+45	AB+60	AB+75
1	47,850	49,271	50,734	52,239
2	49,270	50,734	52,239	53,790
3	50,734	52,239	53,790	55,390
4	52,239	53,790	55,390	57,035
5	53,790	55,390	57,035	58,730
6	55,390	57,035	58,730	60,473
7	57,035	58,730	60,473	62,269
8	58,730	60,473	62,269	64,579
9	60,473	62,269	64,579	66,497
10	62,269	64,579	66,497	68,472
11	64,579	66,497	68,472	70,507
12	64,579	68,472	70,507	72,602
13	64,579	70,507	72,602	74,755
14	64,579	72,602	74,755	76,973
15	64,579	74,755	76,973	79,263
16	64,579	76,973	79,263	81,618
17	64,579	79,263	81,618	84,039
18	64,579	81,618	84,039	86,537
19	64,579	84,039	86,537	89,108
20	64,579	86,537	89,108	90,388

**Salary Schedule Factors**

	Work days	Factor
<b>Base Factor</b>	<b>182</b>	<b>1.00</b>
Elementary Counselors	184	1.01
Middle School Counselors	189	1.04
High School Counselors	194	1.14
Speech-Language Pathologists	187	1.17
Nurse Level I	189	1.11
Nurse Level II	195	1.14
Program Specialists Level I	195	1.21
Program Specialists Level II	215	1.33
Psychologists	195	*

Full years of satisfactory, credentialed certificated service in accredited institutions are allowed for initial placement on the salary schedule

**Advanced Degrees:**

1. An additional \$1,000 shall be added for those employees holding the M.A., M.S., M.Ed, or Ed.S.
2. An additional \$1,500, which includes compensation for any other degree, shall be added for those employees holding Ph.D., Ed.D.

*Lodi Unified School District*  
**LODI PUPIL PERSONNEL ASSOCIATION**  
**GRIEVANCE FORM**

Name \_\_\_\_\_ Site \_\_\_\_\_

Position \_\_\_\_\_ Date of Action Grieved \_\_\_\_\_

Level I  Level II  Level III  Level IVA  Level IVB

**I. Grievance: (Clear, concise statement)**

**II. Specific Contract Section Violated, Misinterpreted or Misapplied:**

**III. Circumstances Involved:**

**IV. Specific Remedy Sought:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Use a separate form for each grievance. (attach additional pages if necessary)  
Please include a copy of the original grievance if applicable.

Please see LPPA  
Contract pp 38-43  
Article XXII