

**PROPOSAL**  
**from the**  
**LODI UNIFIED SCHOOL DISTRICT**  
**to the**  
**LODI EDUCATION ASSOCIATION**

The Lodi Unified School District (“District”) and the Lodi Education Association (“LEA”) are parties to a collective bargaining agreement (“CBA”) which expires on June 30, 2020. Due to the unprecedented circumstances created by COVID-19 pandemic, the Parties agree to close all bargaining with the exception of salary.

**A. CLOSURE OF THE 2019/2020 SCHOOL YEAR**

With the exception of salary, this shall fully and finally resolve all bargaining through the 2019/2020 school year.

**B. CHANGES TO COLLECTIVE BARGAINING AGREEMENT LANGUAGE**

**1. LEAVES AND ABSENCES**

Article V shall be modified as set forth in Attachment A.

**2. WORK DAYS**

Article IX shall be modified as set forth in Attachment B

**3. TRANSFERS AND ASSIGNMENTS**

Article X shall be modified as set forth in Attachment C

**4. CLASS SIZE**

Article XII, shall be modified as set forth in Attachment D.

**5. TERM AND REOPENER PROVISION**

Article XXVII shall be modified as set forth in Attachment E.

**KEY**

Underlined text represents *proposed* language to be added to the current contract.

~~Strike-through text~~ represents *proposed* language ~~to be removed~~ from the current contract.

Green text represents information provided to LEA to understand the district’s reasons.

**ATTACHMENT A  
TO DISTRICT PROPOSAL**

**V. LEAVES AND ABSENCES**

*Except as set forth below, Article V shall remain status quo.*

**O. CATASTROPHIC LEAVE**

Permanent employees and Career Technical Education (CTE) teachers who have worked for at least two consecutive years (for 75% or more of the days of each year) 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. Early each school year, teachers will receive information about the Catastrophic Leave Program with their sick-leave accrual notices.

**ATTACHMENT B  
TO DISTRICT PROPOSAL**

**IX. WORK DAYS**

LEA has previously proposed the concept of equity in relation to the teacher work day. As all teachers are paid on the same salary schedule, LUSD has an interest in having all teachers treated in the same manner with respect to the required work day, teacher-student contact time, and preparation time. The following proposal ends the current inequity and equalizes those important teacher requirements.

***Except as set forth below, Article IX shall remain status quo.***

Revise Article IX to read as follows:

- A. Teachers in grades K-8 will be present at the school at least ~~thirty (30)~~ fifteen (15) minutes prior to the beginning of the teacher’s first assigned period and remain at least ~~thirty (30)~~ ten (10) minutes following the close of the teacher’s last assigned period.

Teachers in grades 9-12 will be present at the school at least a total of twenty-five (25) minutes prior to the beginning of the teacher’s first assigned period and/or following the close of the teacher’s last assigned period (including preparation periods). The breakdown of minutes shall be determined at each site according to need.

- B. All teachers shall be entitled to one (1) duty-free lunch period of not less than thirty (30) minutes. Only under special circumstances shall a teacher be asked to perform duties during his/her assigned lunch.
- C. The length of teach work day, including the student contact time, preparation time, lunch, before and after school, ~~recess and passing~~ time shall be as follows:

	<u>Modified 180 Days + 5</u>		
	<u>TF</u>	<u>TCT</u>	<u>TD</u>
<u>K</u>	<u>290</u>	<u>200</u>	<u>380</u>
<u>1-3</u>	<u>285</u>	<u>271</u>	<u>420</u>
<u>4-6</u>	<u>305</u>	<u>273</u>	<u>430</u>
<u>7-8</u>	<u>340</u>	<u>270</u>	<u>435</u>
<u>9-12</u>	<u>364</u>	<u>278</u>	<u>435</u>

<u>Grade Level</u>	<u>TD</u>	<u>TCT</u>	<u>Lunch</u>	<u>Prep</u>	<u>Before School</u>	<u>After School</u>
<u>TK</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>
<u>K</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>
<u>1-3</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>
<u>4-6</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>
<u>7-8</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>
<u>9-12</u>	<u>435</u>	<u>278</u>	<u>30</u>	<u>54</u>	<u>15</u>	<u>10</u>

~~IT = Instructional Time = Teaching periods + passing + prep~~

TCT = Teacher/Student Contact Time = Teaching periods

TD = Teacher Day = Teaching periods + passing + prep + lunch + before and after school time

\* Length of Teacher Contact Time is dependent on whether home room option is jointly selected by site teachers and administration.

- D. Preparation time shall be an assigned period of time at least 45 minutes per teaching day in Grades 7-8 and at least 54 minutes per teaching day in Grades 9TK-12.

~~Preparation time shall be a total of at least 160 minutes per week duty free in Grades 4-6.~~

~~Preparation time shall be a total of at least 70 minutes per week duty free in Grades 1-3.~~ Preparation time shall be a total of 160 minutes per week duty free in all grades at Dorothy Mahin School.

**CURRENT CONTRACT**

Grade Level	TD	TCT	Lunch	Prep	Passing	Before School	After School	Recess	Remaining Minutes	Issues to be addressed
TK	380	290	30	-		30	30	-	0	1. Teacher work day inequity 2. Student contact inequity 3. Teacher prep time inequity 4. Before/After school inequity 5. Greater flexibility
K	380	290	30	-		30	30	-	0	
1-3	420	271	30	*		30	30	-	59	
4-6	430	273	30	*		30	30	-	67	
7-8	435	270	30	45	-	30	30		30	
9-12	435	278	30	54	-	25	-		48	

\*time w/kids      \*70 weekly  
\*160 weekly      \*before or after

**PROPOSED**

Grade Level	TD	TCT	Lunch	Prep	Passing	Before School	After School	Recess	Remaining Minutes	Issues addressed
TK	435	278	30	54	0	15	10	-	48	1. Teacher work day - Equitable 2. Student contact - Equitable 3. Teacher prep time - Equitable 4. Before/After school - Equitable 5. Greater flexibility
K	435	278	30	54	0	15	10	-	48	
1-3	435	278	30	54	0	15	10	-	48	
4-6	435	278	30	54	0	15	10	-	48	
7-8	435	278	30	54	-	15	10	0	48	
9-12	435	278	30	54	-	15	10	0	48	

**Advantages**

All regular teachers (Grades TK - 12) work an equitable Teacher Day 7 hours 15 minutes including 30 minute duty free lunch)

All regular teachers (Grades TK - 12) have an equitable limit to the number of Student Contact Minutes)

All regular teachers (Grades TK - 12) receive greater professional flexibility to arrive at work at an appropriate time

All regular elementary teachers receive 54 minutes of designated/protected Prep Time within their Teacher Day

All regular elementary teachers (TK-6) have a "common prep time" to utilize as they choose.

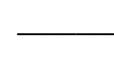
This may allow an opportunity to move away from the "famous 1998 memo" regarding Kindergarten minutes.

LEA members and school principals retain the ability to mutually work out unique arrangements

which work for their school community through the Lodi Education Association Site MOU Process.

This example does NOT directly affect the level of service provided by the elementary music or PE teachers

Existing Elementary PE and Music services may be incorporated into this model



Sample Elementary School Day	Instruction begins	8:30				
	Start	Instruction Minutes	Recess/Lunch Minutes	Before School Minutes	Prep Minutes	After School Minutes
Teacher Arrival	8:15			0:15		
Instruction	8:30	1:30				
Recess	10:00		0:15			
Instruction	10:15	1:10				
Lunch	11:25		0:30			
Instruction	11:55	1:15				
Recess	13:10		0:15			
Instruction	13:25	1:00				
School End	14:25					0:10
<b>Prep Time</b>	<b>14:35</b>				<b>0:54</b>	
Teacher Departure	15:29					
<b>Total Minutes</b>	<b>7:14</b>	<b>4:55</b>	<b>1:00</b>	<b>0:15</b>	<b>0:54</b>	<b>0:10</b>
<b>Total Teacher Day</b>	<b>7:14</b>					
<b>Contract Time</b>	<b>7:15</b>					
<b>Difference</b>	<b>0:01</b>					

Sample Elementary School Day	Instruction begins	8:30				
	Start	Instruction Minutes	Recess/Lunch Minutes	Before School Minutes	Prep Minutes	After School Minutes
Teacher Arrival	7:21			0:15		
<b>Prep Time</b>	<b>7:36</b>				<b>0:54</b>	
Instruction	8:30	1:30				
Recess	10:00		0:15			
Instruction	10:15	1:10				
Lunch	11:25		0:30			
Instruction	11:55	1:15				
Recess	13:10		0:15			
Instruction	13:25	1:00				
School End	14:25					0:10
Teacher Departure	14:35					
<b>Total Minutes</b>	<b>7:14</b>	<b>4:55</b>	<b>1:00</b>	<b>0:15</b>	<b>0:54</b>	<b>0:10</b>
<b>Total Teacher Day</b>	<b>7:14</b>					
<b>Contract Time</b>	<b>7:15</b>					
<b>Difference</b>	<b>0:01</b>					

**ATTACHMENT C  
TO DISTRICT PROPOSAL**

The most recent three Presidents of the Lodi Education Association have publicly acknowledged that elementary combination classes are not the most ideal classroom arrangement for student learning. The Board of Education agrees and seeks contract language that will reduce the number of elementary combination class teachers who hold intern or provisional credentials.

**X. TRANSFERS AND ASSIGNMENTS**

*Except as set forth below, Article X shall remain status quo,*

5. SITE SHUFFLE

- a. Teachers, including displaced and itinerant teachers, may request reassignment to any vacancy remaining at the site after meeting by grade level or subject area (except any non-site teacher who accepted a temporary assignment during the prior school year to a site vacancy pursuant to C. 1.a below). Vacancies will be made available for three (3) working days. (Revised February 2014)
- b. [It is in the interest of both Lodi Education Association and Lodi Unified School District NOT to have teachers with intern credentials or provisional credentials assigned to teach elementary combination classes.](#)
- c. Job-share teachers may remain in their job if the principal and Director of Personnel approve the job share for the following year and the same position exists. If there is a displacement at the grade level, job- share teachers are displaced first.
- d. Itinerant teachers assigned to the site may compete for vacancies at their home site after the grade-level/subject area shuffle has occurred if they possess the appropriate credential and if a sufficient number of vacancies will occur District-wide to accommodate all displaced teachers.
- e. Remaining vacancies will be reported to the personnel office for posting in the next transfer process.

**ATTACHMENT D  
TO DISTRICT PROPOSAL**

**XII. CLASS SIZE**

*Except as set forth below, Article XII shall remain status quo,*

When the State discontinued funding at the 2000/2001 level, the existing language in Paragraph “A” regarding “Grades K-3” became null and void. At the current time, in the absence of the Grade Span Adjustment (GSA) funding from the state of California, Lodi Unified is left with the current statutory requirements for class sizes in grades K-3.

California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes for districts in kindergarten through grade three as follows.

*Kindergarten—average class size not to exceed 31 students; no class larger than 33 students*

*Grades one through three—average class size not to exceed 30 students; no class larger than 32 students*

**A. GRADES K-3**

GRADE SPAN ADJUSTMENT (Grades K-3)

During the 2019-2020 school year, Grade Span Adjustment currently provides funding for class sizes in grades K-3 of 24:1 and Lodi Unified School District continues to maintain K-3 class sizes at or below this level.

For so long as state law allows and sufficient funding is provided by the state of California to effectuate the program in its entirety, the Lodi Unified School District intends to continue to participate in the LCFF mandate contained in AB 97 (Grade Span Adjustment).

LUSD and LEA agree that should staffing occur that would otherwise cause the district to potentially face financial or other penalties, both parties agree to allow the higher class size and mutually work to address the staffing as soon as practicable, so that the district’s resources are not spent paying penalties, but may remain focused on providing instructional services for students.

IN THE ABSENCE OF GRADE SPAN ADJUSTMENT FUNDING

Currently, Lodi Unified School District must legally comply with California Education Code sections 41376 and 41378 regarding class size in grades K-3. California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes for districts in kindergarten through grade three as follows.

*Kindergarten—average class size not to exceed 31 students; no class larger than 33 students*

*Grades one through three—average class size not to exceed 30 students; no class larger than 32 students*

Lodi Unified School District proposes the following alternative:

The District will strive to maintain maximum class sizes of 30 students in grades K-3. If there are more than 30 students in a K-3 classroom, the District will make the following reasonable effort to get classes to 30 using the following process:

1. District will attempt to get class sizes to 30 within 10 days of the beginning of the class.

2. If a class has 31 or 32 students, the teacher may decide to keep the additional students for the remainder of the year or to have the additional students sent to another class as soon as possible.

B. GRADES 4-6

The District will strive to maintain maximum class sizes of 31 students in grades 4-6. If there are more than 31 students in a 4-6 classroom, the District will make the following reasonable effort to get classes to 31 using the following process:

1. District will attempt to get class sizes to 31 within 10 days of the beginning of the class.
2. If a class has 32 students, the teacher can decide to keep the 32nd student for the remainder of the year or to have the student sent to another class as soon as possible.
3. If a class size reaches 35, the principal will call the Assistant Superintendent of Elementary Education to authorize a certificated substitute or a classified aide to assist in the classroom until students can be moved.

C. GRADES 7–12

In grades 7-12 the District will attempt to staff at 30:1.

- D. Nothing in this article shall preclude the district from considering/implementing lower class sizes than those specified herein.



**ATTACHMENT E  
TO DISTRICT PROPOSAL**

**XXVII TERM AND REOPENER**

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

**A. Term**

The terms of the existing collective bargaining agreement will continue, with the changes set forth in this Tentative Agreement, through **June 30, 2020**

**B. Reopeners**

1. Except for salary, this shall fully and finally resolve all bargaining through the end of **2019/2020** school year.

C. This Agreement does not waive any association rights granted under the EERA to consult on matters of curriculum.

**The current contract language may be accessed on the Lodi Unified School District web site at the following link.**

<https://resources.finalsite.net/images/v1540393967/lodiusdnet/xfjz4vy0tko5acibzbbv/LEACollectiveBargainingAgreement2017-2020aada.pdf>