

TENTATIVE AGREEMENT
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI EDUCATION ASSOCIATION
2019/2020 and 2020/2021

The Lodi Unified School District (“District”) and the Lodi Education Association (“LEA”) are parties to a collective bargaining agreement (“CBA”) which expired June 30, 2020.

A. 2019/2020 SCHOOL YEAR

- a. ~~Due to the reductions in school funding in the State of California, there will be no increase or decrease in compensation (salary and the District contribution to medical benefits) for the 2019/2020 school year.~~
- b. If the District enters into an agreement, subsequent to the date of signing this Agreement, with another PERB-recognized bargaining unit that provides an increase (total compensation) for the 2019/2020 school year, the District and LEA shall meet to negotiate what, if any, additional compensation increase shall be granted to unit members for the 2019/2020 school year.

B. 2020/2021 2019/2020 SCHOOL YEAR

1. Salary

~~The Board of Education is greatly concerned with the economic outlook in California. The Governor and State legislature have already passed legislation that means public school districts will not receive 46% of their revenue from the State during the 2020/2021 school year. The prudence of the District Board of Education is the only reason the District is in position to survive economically during the current school year. While the State has promised it will provide that deferred revenue in a subsequent school year, the Governor and State legislature have not yet taken any action that will address the State’s deficit in those coming years so the State will be able to keep that promise. For these reasons, the Board of Education is unable to commit to any increases in ongoing expenses until there is a reasonable expectation that there will be revenues from the State to meet those responsibilities.~~

~~During the 2020/2021 school year, the District has realized an unexpected increase in one-time funds which were not spent during the second half of the 2019/2020~~

~~school year due to the pandemic and the resulting cessation of many activities and purchases which did not occur. As this is one-time money, and there is no ongoing funding source, the Board of Education is willing to use these one-time funds to compensate employees as follows:~~

~~For the 2020/2021, each unit member on the date of ratification of this Tentative Agreement will receive one-time, off-schedule payment equal to 3% of that unit member's current step on the salary schedule.~~

LEA shall receive an on-going cost of living adjustment (COLA) of 3.26% of the personnel costs for the total bargaining unit to be uniformly applied to each step and column of the salary schedule effective 7/01/2019. This increase will apply to all certificated personnel who worked during the 2019/2020 school year regardless of current employment status. Any increases to the salary schedule shall result in retroactive pay issued to employees within 30 business days. The salary schedule for the previous fiscal year shall be amended to reflect the Final Effective COLA and the amended salary schedule shall be reported to STRS as necessary

2. Changes to Collective Bargaining Agreement Language

The following changes to the CBA shall be effective upon ratification of this agreement.

a. Leaves and Absences

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

b. Term and Reopener

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

C. CLOSURE

This shall fully and finally resolve all bargaining for the 2019/2020. ~~and 2020/2021 school years.~~

FOR THE LODI EDUCATION

FOR THE LODI UNIFIED

00151356.10

Initials:

LEA: _____

District: _____

ASSOCIATION

By: _____

Date: _____

SCHOOL DISTRICT

By: _____

Date: _____

Initials:

LEA: _____

District: _____

ATTACHMENT A
TO DISTRICT PROPOSAL

V. LEAVES AND ABSENCES

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

L. PERSONAL NECESSITY LEAVE

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

a. Death of a member of his/her immediate family when additional leave is required beyond that provided in the contract.

b. Accident involving his/her person or property, or the person or property of a member of his/her family.

c. Serious illness of or operation on a member of his/her immediate family, registered domestic partner or domestic partner's child.

d. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

e. Fire, flood or immediate danger to the home of the employee.

f. Birth of a child (for father) or adoption.

~~g. Employees may use one day of this leave for any of the following:~~

~~(1) Wedding of a son or daughter~~

~~(2) Adoption~~

~~(3) Religious observation~~

~~(4) Death of aunts/uncles/nieces/nephews~~

h. Employees may use ~~(5) ten-10~~ days ~~(Revised April 2012)~~ 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~~

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.

Q. DEPARTMENT HEADS ~~(Revised August 2010)~~ Grades 7-12

1. The stipend for Social Studies, English, Math and Science shall be Four Thousand Dollars (\$4,000.00).
2. The stipend for all other departments, with at least ten (10) sections and less than thirty- one (31) sections, shall be Two Thousand Dollars (\$2,000).
3. The stipend for all other departments, with thirty-one (31) or more sections, shall be Three Thousand Dollars (\$3,000.00).
4. Each Department Chair shall be entitled to utilize up to three (3) release days. If not utilized, the Department Chair will be compensated for such days at the short-term sub rate for each day not utilized.

ARTICLE III,

I. PRESCHOOL SALARY SCHEDULE (GENERAL EDUCATION)
(See Addendum 1, Certificated Salary Schedule)

1. The Preschool Program must adhere to the ratio standards of children to adults as established by the Federal Government and the State of California in the future employment of both teachers and para-educators.
2. Components of the Salary Program
 - a. Teachers shall be appropriately credentialed or certified.
 - b. Teachers shall be placed on the salary schedule in accordance with prior comparable experience (up to a maximum of four (4) year's experience) and academic preparation (semester units).

c. Teachers shall qualify for one (1) step advancement on the salary schedule on July 1 for each year in which they have served at least seventy-five (75) percent of the number of teaching days required by their assignment.

~~d. Full-time employees work eight (8) hours per day, five days per week. Employees working less than eight (8) hours are compensated at the ratio of hours worked divided by 8 hours.~~

**ATTACHMENT B
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, 2023.~~

B. Reopeners

~~This shall fully and finally resolve all bargaining through the end of 2020/2021 school year.~~

~~Reopeners for 2021/2022 and 2022/2023 shall include salary, benefits, and two (2) additional articles per party.~~

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