

**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 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 employed on the date of ratification of this Tentative Agreement will receive a one-time, off-schedule payment equal to 3% of that unit member's current step on the salary schedule.

**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  
ASSOCIATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE LODI UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**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**

**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.