

TENTATIVE AGREEMENT
LINCOLN UNIFIED SCHOOL DISTRICT
AND
LINCOLN UNIFIED TEACHERS ASSOCIATION
RE 2023-2024
CONTRACT REOPENER NEGOTIATIONS

December 13, 2023

The Lincoln Unified School District (“LUSD” or “District”) and the Lincoln Unified Teachers Association (“LUTA” or “Association”) (LUSD and LUTA collectively the “Parties”) agree on December 13, 2023 to conclude negotiations for 2023-2024 reopeners, and carry over articles from prior successor contract negotiations, by revising their contract as set forth below including items attached hereto. The Parties further agree that LUTA’s negotiations team will actively support ratification of this Tentative Agreement and Attachment by the Association, and LUSD’s negotiations team will actively support approval of this Agreement and Attachment by the District’s Board of Trustees.

ARTICLE IV

1. WAGES

- 4.1 Effective July 1, 202~~23~~, the ~~2021-22~~ **2022-23** base salary schedule shall be increased by ~~7.00~~ **8.22%**. Only employees in paid status on the date of Board ratification shall be paid this increase. In addition, a ~~5.56~~ **2.0** % one-time, off-the-salary schedule payment shall be provided to all in service and active employees upon completion of the ~~2022-23~~ **2023-24** work calendar payable on or before the end of June 202~~34~~.

The base salary schedule shall be attached as Appendix A. The extra duty pay schedule shall be attached as Appendix B. The extra duty pay schedule shall reflect all extra duty positions paid by the District. Effective July 1, 2022, the Extra Duty Pay Scale will be increased as agreed on by the District and LUTA in March 2023. **Effective July 1, 2023, the Extra Duty Pay Scale will be increased by 8.22%** Only employees in paid status on the date of Board ratification shall be paid this increase. Commencing with the 2023-24 school year, the District and LUTA agree to review the Extra Duty Pay Scale during each contract negotiation and increase the Extra Duty Pay Scale when COLA is at or above 1.5% unless both parties agree to suspend the increase for that year.

4.1.1 To compensate members of the LUTA bargaining unit for all the extra work and service that LUTA bargaining unit members have provided in multiple settings during the 2020-2021 school year (Distance Learning, Small Cohorts and Hybrid Classes) during the greatest pandemic the World and the District have faced over 100 years, all LUTA bargaining unit members who fulfill the terms of their 2020-2021

employment contracts by being in a paid status at the end of the school year will receive a one-time off schedule payment of \$4000 (prorated by FTE).

- 4.2 At the beginning of the school year or 30 days prior to beginning of science camp, 6th grade teachers whose classes are scheduled to attend science camp will indicate whether they will accompany their class. It will be the District's responsibility to provide a replacement for science camp and reassign the regular 6th grade teacher during the duration of science camp.

4.2.1 **Teachers** shall receive one day of paid leave for a Board-recognized school holiday that may fall during the attendance of science camp.

4.2.2 Teachers who actively participate with their students at science camp will be paid a stipend equivalent to \$200.00 a day not to exceed five days

- 4.3 The following conditions regarding the salary schedule shall apply:

4.3.1 All bargaining unit members whose "Overall Rating" is marked "Satisfactory" shall receive credit for that year of service for purposes of salary schedule movement. All bargaining unit members whose "Overall Rating" is marked "Unsatisfactory" for the second consecutive year shall not receive credit for that year of service for purposes of salary schedule movement.

4.3.2 The following will be effective July 1, 2023:

Bargaining unit members with an M.A. shall receive a stipend of 2.5% of the base salary, cell A1. Bargaining unit members having the Ed.D. or Ph.D. shall receive an additional stipend of 2.75% of the base salary, cell A1. Those who have both degrees shall receive both stipends. Special Education Teachers shall receive a stipend of 3% of the base salary, cell A1. **Dual Immersion classroom Teachers shall receive an additional stipend of 2.5% of the base salary, cell A1**

These stipends shall be prorated for the part-time bargaining unit members.

4.3.3 Psychologists and Behavioral Specialists shall have their salary placement multiplied by a factor of 1.15. Effective July 1, 2014, Language, Speech and Hearing Specialists shall have their salary placement multiplied by a factor of 1.15. **Effective July 1, 2024 following the month following the 2023 Retroactive payment (estimated February 2024), Counselors shall have their salary placement multiplied by a factor of 1.05.** Nurses shall have their salary placement multiplied by a factor of 1.10. Effective July 1, 2023, teachers assigned to teach a full instructional day in grades 7 through 12, (six periods on a regular basis in grades 9-12) or seven periods in grades 7-8 shall have their salary placement multiplied by a factor of 1.20, if they accept an assignment requiring them to teach during their preparation period for the entire school year (6.15). At the District's request teachers may voluntarily agree to teach a 1.20 schedule on an as-needed basis with

a resulting per-rata pay increase. The 20% above all full-time contracts shall be deemed as temporary contracts.

- 4.3.4 Federal and State regulations require districts to provide English Language Learners with equal opportunity for academic achievement. Teachers hired after January 1, 1999, shall hold a CLAD, BCLAD, or LDS certificate by the latter of the two (2) following dates; 1) March 1 of their second probationary year, 2) by the time the teacher has obtained a clear credential. All other teachers must hold an LDS, CLAD, or BCLAD permit, certificate, or credential, or must receive an SB1969/395 certificate by September 1, 2003. Many teachers will need a CLAD credential or SB1969/395 certificate prior to the deadlines listed above in order to satisfy the requirements of their teaching assignment.

~~4.3.5 Effective July 1, 2007, bargaining unit members employed with outside experience will be given year-for-year credit up to eleven years. Bargaining unit members employed with eleven or more years of outside teaching experience will be placed on Step 12 of the Certificated Salary Schedule. This experience must have been obtained within fifteen (15) years immediately preceding employment by Lincoln Unified School District.~~

~~Experience for service outside the district shall count towards longevity pay. This change will not apply to employees whose first years of service was prior to 2006-2007 school year, not withstanding employees who would benefit by resigning and immediately returning to the district.~~

- 4.3.6 Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. **Effective July 1, 2024, full-time employees must work a minimum of 75% of their instructional days in order to receive service credit for salary placement purposes.**

Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. ~~As clarification, full-time employees who work 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes.~~ Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.

- 4.3.7 Bargaining unit members will be given credit for approved semester units completed and submitted by August 1st. Proof of completion accepted may consist of: unofficial transcripts or report cards or proof of attendance, followed up with official transcripts submitted by September 5th. No course shall be taken for salary credit if the district has paid for the employee to attend, paid the tuition cost, or paid the cost to transcript the course. However, the District may advertise that salary

credit may be granted to employees who take specific courses during a specific time period.

- 4.3.8 All graduate units for salary advancement must be pre-approved by the evaluator and the Associate Superintendent of Human Resources. The Associate Superintendent of Human Resources shall evaluate and may reject graduate units of a teacher applicant if the units are not closely related to the teaching profession or progress towards a graduate-level degree. Effective September 1, 2001, no units of salary column advancement may be independent study courses unless approved by the Associate Superintendent of Human Resources.
- 4.3.9 An employee while on contract who completes one full semester or one-half of the required days stated in Article VI shall be paid one-half of their annual salary.
- 4.3.10 Effective on the date of board ratification of this agreement, the hourly pay rate shall be \$45.00 for student instructional work and curricular work performed by qualified Bargaining Unit Members, and minimum wage for athletic department work. Teachers shall not receive hourly pay for preparation time for their own hourly work within their scheduled work-day.

Counselors, Intervention teachers, Psychologists, Title I Teachers, Resource Specialists, Language Speech and Hearing teachers and others who do not regularly serve in the capacity of teacher of record, who volunteer to serve in this capacity will receive the \$45.00 hourly pay rate for at least an hour of student instructional work on a given day. If these Bargaining Unit Members provide more than 2 hours of student instructional work on a given day (including, and up to, a full school day when a substitute teacher is not available), a \$90 a day stipend for providing classroom instruction will be provided.

- 4.4 Bargaining unit members will have the option of either twelve (12) or eleven (11) monthly pay periods yearly.
- 4.5 Initial salary placement will be determined in the following manner.

NEW Effective July 1, ~~2007~~**2024**, **new** bargaining unit members employed with outside experience will be given **unlimited** year-for-year credit **at their time of hire for placement on the salary schedule up to eleven years.** (E.g., A **new** teacher employed with **eleven fifteen** or more years of outside teaching experience will be placed on the appropriate step **commensurate** with their years of service (not to exceed **step 126**) and their earned semester units.) This experience must have been obtained **within fifteen (15) years immediately preceding prior to employment** by Lincoln Unified School District.

Effective July 1, 2024, current unit members will have their salary placement adjusted prospectively, if they had more years of service when first employed with the District than allowed under the cap for years of experience existing at

their time of hire. (E.g., A current teacher employed under the previous experience cap of 11 years that had 15 years of experience when hired, will now receive credit for those additional four years of experience, prospectively.) To qualify for the salary adjustment, current unit members must notify the District of their uncredited years of experience no later than June 30, 2024. No adjustments will be made for notices received after this deadline.

4.5.2 Bargaining unit members initially employed with 75% or more of a year of service credit are given credit for a full year of service. Bargaining unit members initially employed with less than 75% of a year of service credit are not given credit for that year of service. This initial placement, and not the percent thereof, will serve as the base number for any future service credit.

4.5.3 Substitute service does not count toward years of service credit.

4.5.4 Employees who return to the District within 39 months from their date of resignation are placed on the salary schedule at the point reached when the resignation occurred. If the employee gained outside teaching experience within the 39 months, their prior district experience shall be combined with the experience obtained outside the District. Employees who return to the district outside of the 39-month window are placed on the salary schedule with the same consideration as a new employee to the District.

4.6 Salary advancement will be determined in the following manner:

4.6.1 Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes.

Effective July 1, 2024, full-time employees must work a minimum of 75% of their instructional days in order to receive service credit for salary placement purposes.

Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes.

As clarification, full-time employees who work 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes.

Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.

4.6.2 Service credit for part-time employees accumulates by adding the percentage of contract worked, i.e. an employee who works a 75% contract for three years will accumulate 2.25 years of service credit. When part time service reaches 75% or more, the employee is advanced to the next highest step on the salary schedule. Part-time experience will continue to accumulate based on the actual percent of

service credit. This provision excludes reduced work load employees under Section 20.3.2.

- 4.6.3 Effective August 1, 1995, days of paid sick leave (not including differential pay) will be counted as days of work. Employees whose salary placement will be affected by this change will be compensated for the differences beginning with the 1996-97 school year. Therefore, a change experienced during the 1995-96 school year will not be reimbursed.
- 4.6.4 Effective August 1, 1980, an employee whose contract changes during the year will be given service credit for the greater contract if they work at least one full semester or more than 50% of the year at the greater contract percentage. Employees whose salary placement will be affected by this change will be compensated for the difference beginning with the 2000-2001 school year. Therefore, a salary placement change prior to the 2000-2001 school year will not be reimbursed or compensated.
- 4.6.5 Employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. **However, an employee may only be placed on a longevity step after serving one full year at Step F-13.**
- Effective July 1, 2001, employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. An employee who has acquired sufficient years of service and semester units to be placed beyond Step F-13 will be placed at the appropriate step without having to serve one year at Step F-13.**
- 4.6.6 The type of credentials, permit or credential waiver held by the employee will not adversely affect salary advancement. This includes, but is not limited to, intern, emergency, clear professional and preliminary credentials.
- 4.6.7 Annually and at District discretion, the District may offer a one-time signing bonus stipend of **~~\$4,000.00~~\$10,000** per teacher to be paid out over the course of **2** **4** payments during their first **two** years of employment as means of providing qualified teachers in a timely manner for our students in specific areas of need.
- 4.6.8 For the 2022-2023 school year, the District shall reimburse teachers working to clear their preliminary credentials up to \$2,200.00.

Beginning in the 2023-2024 school year, the District shall pay the tuition costs directly to any District-approved Teacher Credentialing Program, for any unit member participating in that program to clear their preliminary credentials. The District shall pay up to the **equivalent of Teachers College of San Joaquin's Induction Program cost ~~\$2200.00 per year~~** for their induction program tuition costs.

For the 2022-2023 school year the District shall reimburse up to \$4,100 to any Nurse for clearing the School Nurse Services Credential.

Beginning in the 2023-2024 school year, the District shall pay the tuition costs, up to \$4,100, directly to any District-approved School Nursing Credential Induction program.

Only employees in a paid status on the date of Board ratification shall be eligible for these reimbursements and / or payments.

Employees participating in either program listed above, shall be required to complete a program participation agreement, affixed hereto as Appendix Q.

ARTICLE V

5. HEALTH AND WELFARE

5.1 The District shall furnish the following health and welfare benefits for the term of the Contract Agreement and will pay the premiums for full-time employees in accordance with the Agreement.

5.1.1 Effective July 1, 2023~~34~~, the District will provide all bargaining unit members with up to ~~\$948~~ **\$1000** per month of aggregate health and welfare insurance coverage through California's Valued Trust (CVT). Part-time bargaining unit members or bargaining unit members on unpaid leave may select life insurance only. Any cost over ~~\$948~~ **\$1000** per month shall be collected as a payroll deduction. If the cost is below ~~\$1000~~ **\$948** per month this cost savings shall be retained by the District. The ~~\$948~~ **\$1000** per month cap shall be prorated for part-time employees. The aggregate coverage shall include the following:

5.1.1.1 Bargaining unit members will receive health benefits coverage through CVT. Every three years, LUTA will hold a vote to choose plan structure (tiered vs. composite). LUTA will report its bargaining unit's unilateral choice to the District in writing that includes the vote results to the Associate Superintendent of Human Resources by May 1st for implementation at the beginning of the following plan year. See Appendix R for the next vote.

5.1.1.2 Bargaining unit members will have the option of CVT Blue Cross Plan 8/RxC (80%), Blue Cross Plan 6/RxA (80%), Blue Cross Plan 4/RxA (90%), Blue Cross Plan 1/RxA (100%), Blue Cross High Deductible Health Plan (HDHP)-1, Wellness Plan / C, CVT Bronze, Kaiser North Plan 1 (traditional), Kaiser North Plan 3, Kaiser North Plan 7, Kaiser High Deductible Health Plan 8 (HDHP), or Kaiser Wellness Plan.

Bargaining unit members will have the option of an “opt out” of medical insurance accordance with carrier requirements. Information on this option will be provided to bargaining unit members annually and upon hire. Vision/dental/life insurance will still be required.

ARTICLE VI

6. HOURS

- 6.1 Effective July 1, 2018, the required days of service shall be 185 days for returning employees and 188 days for employees who are new to the District. This will include three (3) non-instructional service days and two (2) professional development days. The number of instructional days shall be 180. For the 2023-24 and 2024-2025 school years, required days of service shall be 187 days for returning employees and 190 days for employees who are new to the District. This will include three (3) non-instructional service days and four (4) professional development days. One (1) professional development day will be developed in collaboration with certificated employees. Employees will be compensated at their per diem rate for these additional professional development days as reflected in the attached salary schedule for the 2023-2024 and 2024-2025 school years only. Beginning in the 2025-2026 school year, the required days of service shall revert back to 185 days for returning employees and 188 days for employees who are new to the District.
- 6.1.1 Both parties recognize that a work calendar must be negotiated.
- 6.2 Teachers hired after the first day of the contract year will have the option of beginning work with students on their date of hire or of taking up to two (2) days to prepare at their school site before working with students.
- 6.3 The District may add instructional days for emergencies. The decision to declare an emergency and to add instruction day(s) shall be at the sole discretion of the District.
- 6.4 At District discretion, high school counselors, library media teachers, and school nurses will be paid for up to five (5) additional days at their daily rate each year; psychologists ~~and behavior specialists~~ for up to six (6) days per year.
- 6.5 If an employee believes an alternative work calendar might better meet the needs of students and the instructional program, the employee may suggest an alternative calendar based on the same number of work days or weekly hours (see Section 6.6 below). The District and LUTA must mutually approve the modified calendar. Calendars must be submitted to the District by ~~May 1st~~ **June 30th** for the ensuing school year.
- 6.6 Effective July 1, 2023, no K-8, Sierra Middle School or High School teacher shall be assigned to more than twenty-five and six-tenths (25.6) hours of scheduled class time weekly. Alternative Education teachers may be assigned up to 32.5 hours per week of scheduled class time and will be compensated for any time above 25.6 hours per week with

a stipend based on their hourly per diem rate. Scheduled class time includes scheduled class instruction, scheduled directed study, and scheduled individual study. Traditional duties and rotating duties shall not be considered scheduled class time. No employee shall be required to serve at the duty site for more than eight and one-half (8.5) consecutive hours. No unit member shall be required to meet a scheduled class before 7:10 a.m. An attempt will be made to recruit volunteers for classes beginning at 7:10 a.m. or earlier.

- 6.7 All employees shall be at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignment. Duties and responsibilities shall include traditional and rotating duties. Rotating duties shall be assigned in an equitable manner so that all employees assume a fair share of such duties.

- 6.7.1 At the high school level, rotating duties shall not exceed an average of two (2.0) hours per week for employees. The site administration, in consultation with a committee of teacher representatives elected by teachers from each department, will annually review and develop a list of essential rotating duties. All certificated staff shall select one (1) rotating duty for the year from this essential-duties list. If a teacher fails to select a duty from the essential-duties list, administration will assign one. First-year teachers will usually be assigned less than an average of 2.0 hours per week of rotating duty.

- 6.7.2 At all other school sites, rotating duties shall not exceed an average of two (2.0) hours per week for employees. First-year teachers will usually be assigned less than an average 2.0 hours per week of rotating duty. Itinerant teachers will be assigned rotating duties on a voluntary basis due to the traveling nature of their assignment.

- 6.87.2.1 An itinerant teacher is defined as a teacher who travels between two or more sites as a part of their regular schedule.

- 6.7.3 Participation on District curriculum committees is voluntary.

- 6.7.4 Any employee who is chronically unavailable to confer with students or parent may receive a disciplinary letter at the District's discretion, if an employee receives such a letter, and continues to be unavailable, they may be directed by the District to arrive at work 30 minutes prior to their scheduled work day or to stay 30 minutes after their scheduled work day ends in order to be available to parents and students. The supervisor and employee will work in good faith to establish a schedule that will accommodate students, parents and the employee.

- 6.8 Regardless of the time element, an employee is expected to prepare for instruction, evaluate students' work, and carry out or participate in traditional duties and responsibilities expected of certificated employees.

- 6.8.1 Traditional duties may include but shall not be limited to;

- 6.8.1.1 Parent and student conferences, including on-going availability to parents and students, and individualized education plan (I.E.P.) meetings as required by law.

At the High School the following applies:

The 2017-18 school year will be a planning year for the implementation of high school parent conferences. The planning committee shall be composed of a majority of LUTA members, along with administrative designees. The committee will make recommendations as to the structure, scheduling and implementation of the process. The District and LUTA recognize that implementation of parent conferences at the high school must be negotiated.

The 2014-15 school year will be a planning year for the implementation of high school parent conferences. The planning committee shall be composed of a majority of LUTA members, along with administrative designees. The committee will make recommendations as to the structure, scheduling and implementation of the process.

The 2015-16 school year will serve as the one-year pilot program for high school parent conferences. The pilot program will end with the conclusion of the 2015-16 school year. The District and LUTA will meet prior to the end of the 2015-16 school year to determine if the program will be renewed.

- 6.8.1.2 Record keeping

- 6.8.1.3 Student field trips

- 6.8.1.4 Orientation and in-service workshops, not including optional buy-back days.

- 6.8.1.5 Faculty meetings: Faculty meetings shall be limited to a maximum of one and one-half (1.5) hours each.

- 6.8.1.6 Back-to-School nights, Open-House meetings.

- 6.8.1.7 Teacher representation at 7th grade parent nights.

- 6.8.1.8 Teacher representation by every department at the annual high school curriculum faire.

- 6.8.1.9 Monday early release time for grade level and department meetings: Three meetings per month shall be directed by teachers for professional collaboration (not preparation time) one meeting per month shall be directed by the site administrator.

- 6.9 The site administrator may authorize an employee to arrive at the duty site late or leave the duty site early.
- 6.10 There shall be a duty-free lunch period for all employees of at least thirty (30) consecutive duty-free minutes.
- 6.11 A full-time teacher's regularly scheduled daily work assignment shall be in a consecutive time block unless otherwise agreed by the teacher and the site administrator. An effort will be made to provide a consecutive schedule for part-time teachers.
- 6.12 An effort will be made to adhere to the following meeting schedule:
- 6.13.1 General purpose District committees called by committee chairpersons and School-Based Coordinated Program meetings – MONDAYS
- 6.13.2 Faculty meetings, school department meetings – MONDAYS, TUESDAYS and/or THURSDAYS
- 6.13.3 Professional organizational meetings called by the Association – WEDNESDAYS
- 6.13.4 No required meetings shall normally be called on Friday except in an emergency.
- 6.13 The negotiated yearly calendar shall be attached as Appendix C.
- 6.14 Preparation time for teachers assigned a full instructional day in grades 7 through 12 shall be one period per full teaching day.

Effective, July 1, 2023, all fourth through sixth grade teachers, excluding alternative education, special education, intervention, music and home-hospital teachers, shall receive an average of 80 minutes of preparation time per full five-day week in addition to the 60 minutes per full five-day week described below. In addition, this preparation time may not be provided during parent conference periods. For clarification purposes, fourth through sixth grade teachers will receive a total of 140 minutes total preparation time per full five-day week.

TK/K-6, TK/K-8 sites may elect to use the time that another district teacher is teaching in the classroom for preparation. Typically, the District assigns music teachers for 40 minutes to transitional kindergarten/kindergarten classrooms, 40 minutes to 1-2 classrooms and 60 minutes to 3-6 classes per full five-day week. Effective July 1, 2023, the District will assign PE teachers to 1-2 classrooms, for an additional 20 minutes of classroom preparation per full five-day week. Should that time not be available, the District shall provide make-up preparation time within a reasonable period or pay the teacher for the missed time at the established hourly rate. Teachers who do not receive preparation time during parent

conference week or any other early release day will not receive make-up preparation time or compensation.

TK/K-6, TK/K-8 sites may elect to use the time that another district teacher is teaching in the classroom for the preparation time described below. Specifically, as of July 1, 2023, TK-6 preparation time will be allotted as follows:

Beginning 24-25 School year -Typical Preparation Time TK-6 Per Full Five-day Week								
	TK	K	1	2	3	4	5	6
Musi c	40 min /week	40 min /week	40 min /week	40 min /week	60 min /week	60 min /week	60 min /week	60 min /week
PE**			20 min/week	20 min/week		80-100** min/week	80 80 100** min/week	80 80 100** min/week
Art*		20 min/week						
Total Prep Time	40 min /week	40 60 min /week*	60 min /week*	60 min /week*	60min /week *	140160 ** min /week	140 160** min /week	140 160** min /week

Classroom music teachers will begin pushing into TK/K-6 classrooms on the fourth day of the new school year to allow time for the start-of-the-year music recruitment assemblies.

Beginning on the fourth day of school, should the outlined preparation time not be available, the District shall provide make-up preparation time within a reasonable period or pay the teacher for the missed time at the established hourly rate. Teachers who do not receive preparation time during parent conference week or any other early release day will not receive make-up preparation time or compensation.

*Subject to available staffing **and funding**, the District will phase in additional preparation time through Art instruction for grades K through 3 , commencing in the **2023-20224 2024-25** school year. Kindergarten will have top priority.

****Subject to available staffing and funding, the District will phase in additional preparation time through Physical Education instruction for grades 4th-6th , commencing in the 2024-25 school year.**

- 6.15 Effective July 1, 2023, Kindergarten teachers shall be assigned to no more than twenty-five and six-tenths (25.6) hours of scheduled class time weekly.

6.15.1 The kindergarten teacher is assigned to only one full-day session of kindergarten daily.

Reasonable bathroom access for Kindergarten classrooms shall be assured at each school site. Subject to available staffing, the District will provide two-hours of daily additional instructional classroom support.

NEW (previously MOU language)

Transitional kindergarten teachers shall work 75 minutes beyond their regularly scheduled class time (225 minutes). The 75 minutes shall be included in the calculation of scheduled class time for transitional kindergarten teachers (see Section 6.6).

The transitional kindergarten teacher is assigned to only one session of transitional kindergarten daily.

The site administrator will determine the transitional kindergarten teacher's 75-minute assignment. The use of the 75 minutes shall be for the support of the primary classrooms (K-3) at the same site. The assignment of an individual transitional kindergarten teacher to grades four (4) through eight (8) may be made with the teacher's consent.

The teacher shall not serve as the principal teacher during this additional 75 minutes.

6.16 RSP teachers shall have flexibility to create their own schedules to meet the needs of the students on their caseload, which also accounts for case management duties required to meet federal and state mandates. The schedule shall be developed in consultation with administrative staff from the special education department and approved by the site administrator.

6.17 RSP and SDC teachers may request supervisor approval for release time to address backlog of assessments and meet current federal and state mandated IEP timelines. Teachers will be provided a written response from their supervisor regarding their request.

ARTICLE XI

11. CLASS SIZE

11.1 The parties have agreed to an alternative method from the LCFF for determining transitional kindergarten (TK) through third (3rd) grade class sizes. The process shall be identical to the LCFF method with one exception; the District shall be permitted to exceed the required site TK -3rd grade class size average targets by as many as 0.25 students at four schools in any year. If this occurs, the sites that experience this excess will be required to meet the state targets the subsequent school year.

This exception to the state mandate will sunset when the state penalties for exceeding the 24 to 1 class size ratio sunsets.

The adult to student ratio in Transitional Kindergarten(TK) classes shall be consistent with UPK- TK guidelines.

- 11.2 **Class size shall be guided by restrictions established by law unless the district receives a waiver.** The District will balance classes in relationship to the needs of the instructional program, provided prudent fiscal management can be maintained. The District will attempt to balance class size within the first three weeks of each semester **with the exception of large performing ensemble classes : Band, Choir, Orchestra and Physical Education.** **The District will make every effort to maintain class sizes at the preferred maximum noted below:**

11.2.1 Grades TK-3: 24

Grades 4-6: 32

Grades 7-8: 28

Grades 9-12: 32

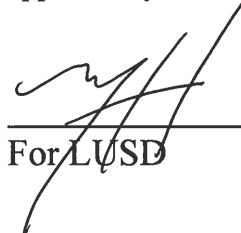
Sierra Middle School and Grades 9-12 Physical Education: 47


and @ ND

ARTICLE XXIV COMPLETION OF NEGOTIATIONS

- 24.1 The parties agree negotiations have been completed for the 2021-2022, 2022-2023, and 2023-2024 contract years. The terms and conditions of the agreement shall be effective on the date of ratification by the Board of Trustees (except for those items expressly indicated as retroactive or prospective).
- 24.2 ~~The parties agree that Article IV Wages, Article V Health and Welfare, and Article XI Class Size shall be reopened for the 2023-2024 school year. Additionally each party may select an additional article for reopeners. The parties agree that bargaining may be reopened on any other item by mutual consent.~~ **The parties agree to commence negotiations in 2024 for a new three-year successor contract covering the 2024-25, 2025-2026 and 2026-2027 school years.**

The Parties agree that this Tentative Agreement is subject to ratification by the Association and approval by the Board of Trustees.

 12/13/23
For LUSD

 12/13/23
For LUTA

Tentative Agreement

- 1.2 "Certificated employees" consists of employees as stated in the listing of positions set forth below and all certificated classifications not specifically excluded in Article 1.3:

Adapted Physical Education (APE) Specialists
Adult Education Teachers
Career Technical Education (CTE) Teachers
Home and Hospital Teachers
Resource Specialists
School Counselors
School Librarians
School Nurses
School Psychologists
Special Day Class Teachers, including Preschool and Young Adult
Special Program Teachers
Speech Language Pathologists (SLP)
Teacher Interns
Teachers on Waivers
Temporary Teachers
Transitional Kindergarten through grade 12 Teachers

Brooke E. S.O.



Jade Collette

Ruben Hall



Nicole Merolla



