

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

The Lodi Unified School District (“District”) and the Lodi Education Association (“LEA” or “Association”) are parties to a collective bargaining agreement (“CBA”) which expired on June 30, 2023. The District makes the following proposal to the Association:

A. SALARY AND OTHER COMPENSATION

1. Teachers Salary Schedule

- a. Effective July 1, 2023, the Teacher’s Salary Schedule shall be modified as set forth in Attachment A. **Columns A and B have been eliminated. This means that all teachers now start no lower than the old Column C.**
- b. This salary schedule has been **increased by five percent (5%) on-going.**

Note: Why isn’t this offer 8.22%? COLA is applied to the District’s Average Daily Attendance (ADA). In the 2022/2023 school year, the District’s ADA was higher than it is in 2023/2024. As a result, the District realized only a 4.99% COLA.

Fiscal Year	Funded ADA	Base Dollars Per ADA	8.22% COLA	Total Funds
2022-2023	26,546.30	\$9,788	n/a	\$259,835,184.40
2023-2024	25,753.59	\$9,788	\$805	\$272,807,778.87

2. Preschool Teachers Salary Schedule

- a. Effective July 1, 2023, the Preschool Teachers Salary Schedule shall be increased as set forth in Attachment B. **Columns A and B have been eliminated. This means all preschool teachers now start at no lower than the old Column C.**
- b. This salary schedule has been **increased by five percent (5%) on-going.**

3. One-Time Payment

An additional \$9,445,346 in one-time funds is available for LEA. The District would like to discuss the manner in which LEA would like to utilize these funds. Should LEA decide to split these monies equally by FTE, **a full-time employee will receive \$6,659.06.**

B. BENEFITS

1. There shall be no change to the Health Benefits Cap.
2. Effective January 1, 2025, LEA may choose to provide a “rebate” to unit members who do not take benefits. Any rebate provided (including any statutory benefits such as CalSTRS) will be deducted from the “pool” of money set forth in Article IV. Section H.

C. COMMON PLANNING TIME

Note: The District proposes a change to Common Planning Time in order to provide teachers with additional time:

- *To address LEA’s request for:*
 - *Paid time to complete Keenan training; and*
 - *Limitations on staff meeting time; and.*
 - *Additional time to prepare for the start of the school year.*
- *To review student assessment data and work collaboratively to increase student performance (PLC).*
- *For teachers to work independently.*
- *To provide ongoing District-wide professional development during the contract day.*
- *To provide school site instructional leadership (teachers and administration) driven common planning.*

1. Intent

- a. Effective for the 2025/2026 school year, the Parties agree to work collaboratively to implement a replacement Professional Development/ Common Planning Program for those currently participating in Common Planning.
- b. This Program is intended to provide time for teachers and administrators to work together, grow as professionals and improve student performance.
- c. Key concepts for inclusion are:
 - (1) Creation of additional common planning days alternately driven by different groups;
 - (2) Movement of a professional development day from the beginning of the year to the middle of the year to provide for a “refresher”;
 - (3) Time for teachers to complete mandatory trainings.

2. Proposed Structure of the Modified Program

- a. Certificated employees shall return four (4) days prior to the start of the school year, instead of five (5) days.

- (1) One (1) day for District-driven Professional Development Day;
 - (2) One (1) day for Principal-driven Professional Development Day;
 - (3) Two (2) days for Keenan / Time in classroom.
- b. One (1) District-driven Professional Development Day would be moved to a after Winter Break in January of 2026.
 - c. Thirty-seven (37) Wednesdays in the school year establishes the concept for Professional Development / Common Planning.
 - (1) First (1st) Wednesday –Teacher-driven (complete Keenan, etc.)
 - (2) Nine (9) Wednesdays – Principal-driven (staff meetings, etc.)
 - (3) Nine (9) Wednesdays – District-driven
 - (4) Nine (9) Wednesdays – Site Instructional Leadership -driven
 - (5) Nine (9) Wednesdays – Teacher-driven

3. Committee Meetings

- a. Committee meetings will be utilized to collaborate on the implementation of a Modified Program.
- b. This Committee will consist of one (1) person from each of the following categories:
 - 1) Chosen by Administration: District Administrator, Special Education Administrator, Elementary Principal, Middle School Principal, High School Principal
 - 2) Chosen by LEA: Instructional Coach, SDC Teacher, Elementary School Teacher, Middle School Teacher, High School Teacher, Itinerant Music Teacher, Itinerant PE Teacher.
- c. Committee recommendations will be presented to the negotiation teams for the Parties to bargain an outcome.

D. CONTRACT LANGUAGE

- 1. The CBA shall be updated to reflect current titles within the District.
- 2. All citations in the current CBA to a step, class or cell on the salary schedule shall be modified to ensure that they are cost neutral (e.g. a reference to Cell D10 would become Cell B10).
- 3. Salary – Article III. (see Attachment C).
- 4. Leaves of Absence – Article V. (see Attachment D).

The District has not proposed to provide additional paid leave for disability due to pregnancy. First, there is legislation on this topic that may pass in the near future. Second, all disabilities should receive equal benefits which are covered under differential leave.

Recently, the parties agreed to expand the use of personal necessity. Converting additional days of sick leave under the “no tell” concept is not in the spirit of the statute.

- 5. Work Days – Article IX – (See Attachment E)
- 6. Class Size – Article XII. (see Attachment F).
- 7. Term – Article XXVII. (see Attachment G).

E. RESOLUTION OF BARGAINING

This shall fully and finally resolve all bargaining with a monetary impact through June 30, 2024.

FOR THE LODI EDUCATION
ASSOCIATION

FOR THE LODI UNIFIED SCHOOL
DISTRICT

By: _____

By: _____

Date: _____

Date: _____

LODI UNIFIED SCHOOL DISTRICT

**CERTIFICATED TEACHERS SALARY SCHEDULE
2023-2024**

Step	Class A BA	Class B BA+45	Class C BA+60	Class D BA+75	Step
1	64,739	66,659	68,638	70,679	1
2	64,739	66,659	68,638	70,679	2
3	64,739	66,659	68,638	70,679	3
4	66,659	68,638	70,679	72,779	4
5	68,638	70,679	72,779	74,941	5
6	70,679	72,779	74,941	77,165	6
7	72,779	74,941	77,165	79,459	7
8	74,941	77,165	79,459	82,404	8
9	77,165	79,459	82,404	84,857	9
10	79,459	82,404	84,857	87,373	10
11	82,404	84,857	87,373	89,967	11
12	84,857	87,373	89,967	92,644	12
13	87,373	89,967	92,644	95,392	13
14	89,967	92,644	95,392	98,227	14
15	92,644	95,392	98,227	101,142	15
16	95,392	98,227	101,142	104,146	16
17	98,227	101,142	104,146	107,241	17
18	101,142	104,146	107,241	110,425	18
19	104,146	107,241	110,425	113,707	19
20	107,241	110,425	113,707	117,117	20
25	110,425	113,738	117,117	118,797	25

**LODI UNIFIED SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
2023-2024**

Step	Class A BA + CDP (3) +10 ECE Units (4)	Class B BA + CDP (3) +20 ECE Units (4)
Step 1 Hourly Rate	28.69	31.11
Step 2 Hourly Rate	30.23	32.66
Step 3 Hourly Rate	31.80	34.23
Step 4 Hourly Rate	33.36	35.79
Step 5 Hourly Rate	34.90	37.34

NOTES:

1. Annual rates based on 185 workdays.
2. Associates Degree (AA) & Child Development Permit (CDP)
3. Bachelors Degree (BA) & Child Development Permit (CDP)
4. Post BA Early Childhood Education (ECE) Units

Effective July 1, 2023; Board Approved XXXXX XX, 2024.

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ARTICLE III. SALARY AND OTHER COMPENSATION

Except as modified, the Article shall continue without change.

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B. ADVANCED DEGREES

1. An additional stipend equal to 0.025 of Cell ~~D10-B10~~ shall be added for those teachers holding the M.A., M.F.A., M.S.W., M.S., M.B.A. and the M. Ed.
2. An additional stipend equal to 0.045 of Cell ~~D10-B10~~ shall be added for those employees holding the Ph.D., Ed.D., ~~or the~~ Dr. of Science Degree or Juris Doctorate.

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F. VOCATIONAL EDUCATION TEACHER PLACEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE

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3. Previous Experience Allowed on Salary Schedule
 - a. A vocational teacher will be allowed year for year one (1) year of credit for each ~~three (3) years~~ of verified full-time vocational experience beyond those used to qualify for his/her credential, which is directly related to the vocational subject he/she is to teach.
 - b. A vocational teacher will be allowed teaching experience credit on the schedule year for year.

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H. ADULT SCHOOL

Adult School teachers shall be paid ~~the adjunct rate~~ 0.007*Cell B10 per hour.

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L. PRE K-12 SUMMER SCHOOL *(Revised February 2014)*

Section L shall be eliminated and replaced with the following:

The hourly rate of pay for the teaching Pre-K-12 Summer school will be paid hourly at the rate of 0.0006681 of Cell B10 of the salary schedule.

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T. SCHOOL SITE INTERNAL REPLACEMENT FOR ABSENT CLASSROOM TEACHER

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4. In the event an elementary school classroom teacher loses his/her preparation time due to the absence of the preparation teacher, ~~the preparation time must be rescheduled within one (1) week or the classroom teacher~~ the classroom teacher will be compensated at the hourly rate based on Step 3, Class ~~C~~A of the teachers' salary schedule.

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X. SPECIAL EDUCATION STIPEND

Teachers holding a special education instructional position, including interns, will receive a stipend equal to 5% of cell B10.

ARTICLE V. LEAVES AND ABSENCES

Except as modified, the Article shall continue without change.

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F. BEREAVEMENT LEAVE

1. Three (3) days, or five (5) days if over three hundred (300) one-way travel miles or out-of-state travel is required, of leave with pay shall be granted an employee upon the death of any member of his/her immediate family. "Members of the immediate family" as used herein means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, half or step siblings and step and foster parents of the employee, or any relative living in the immediate household of the employee.
2. The District may grant up to two (2) additional days, regardless of distance, or may grant bereavement leave for relatives other than those listed in the above section. No salary shall be deducted for such absence.
3. Bereavement leave need not be used consecutively but must be used within 12 months of the death of the immediate family member.

ARTICLE IX. WORK DAYS

- A. Teachers in grades K-8 will be present at the school at least thirty (30) minutes prior to the beginning of the teacher's first assigned period and remain at least thirty (30) 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 teacher work day, including the student contact time, preparation time, lunch, before and after school, recess and passing time shall be as follows:

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 at least 45 minutes per teaching day in Grades 7-8 and at least 54 minutes per teaching day in Grades 9-12.

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.

- E. Preparation time pursuant to paragraph C shall be spent at the work site and within the specified teacher's work day subject to exceptions approved by the site administrator.
- F. Paragraphs A - F do not apply to the following positions, except as indicated:
1. Itinerant Instrumental Music Teachers (B and E apply)
 2. High School Librarians (B and C apply)
 3. Work Experience (A and B apply)
 4. Intersession, Saturday School and Bonus Learning (Enrichment) Program
 5. Home and Hospital
 6. Part-time Teachers

7. Special Ed Infant and Preschool Programs
8. Any special projects/programs where the program determines the length of the day.
Example: ROP, ROC, Children's Center, VEA (special parts), Adult Education

The precise determination of hours for the positions listed above shall be made by the site administrator in accordance with program requirements.

- G. During the hours specified in Paragraph C, all teachers shall have at least the equivalent of a 10 minute break after each two hours of pupil contact. If necessary, by reason of weather or other conditions, the principal may adjust breaks.
- H. During regularly scheduled parent-teacher conference days, grades 1 - 6 shall be on a minimum day.

Categorically funded schools shall have minimum days and/or released time in accordance with project requirements, as recommended by the principal and approved by the Superintendent.

- I. All employees are required to participate in activities beyond the teacher workday.

Information that can reasonably be communicated in a memo shall be sent out in that form rather than included in meetings.

Teachers shall be on site for the workday as listed in Paragraph C unless school business requires they be off site or if they have prior approval of a site administrator.

1. Mandatory General Faculty Meetings

It is intended that faculty meetings be limited to one hour and in no cases should exceed one and one half hours. There should be no more than three meetings per month, and these meetings should not exceed a total of three hours per month.

2. Mandatory Department Chair Meetings

Department Chair meetings should be limited to no more than twelve (12) per year and two hours in length unless extended by mutual agreement between the department chairs and the principal or unless previously scheduled for additional time.

3. Other Site Activities/Duties

On days when unit members are required to return for an evening meeting/event (e.g. Open House, Back-to-School Night or similar event), they may leave the site at the end of the instructional day.

Duties/committees will be divided among faculty by the site administrator based on staff input (volunteers first, then appointments).

Activities outside the workday, including those referenced above, should be limited to no more than two hours weekly with the exception of Back-to-School Nights, Open Houses, and non-classroom supervisory assignments.

Teacher/site administrator-initiated conferences shall be held as soon as possible but within one week of the request.

Teachers shall hold parent conferences as soon as possible but within one week of the parent request.

Science Camp shall be considered part of the sixth (6th) grade teachers' regular annual cocurricular assignment and will be paid according to that schedule.

- J. Minor exceptions to the requirements of Paragraphs A - G may be made, where necessary or appropriate, by the employee's immediate supervisor.
- K. Required meetings for evaluation, placement, or review of individuals with exceptional needs shall be held during the teacher work day whenever practical.
- L. Resource Specialists and Special Day Class Teachers: Six (6) substitute days each year for each Resource Specialist and three (3) substitute days each year for each Special Day Class teacher shall be available through the office of the Administrative Director of Special Services/SELPA. Any denials of requests for such substitute time will be reported at the following meeting of the expanded Special Education Cabinet by the Administrative Director of Special Services/SELPA. (New 1988-89)

M. The TK schedule will follow the same instructional calendar as grade K-6.

ARTICLE XII. CLASS SIZE

Except as modified, the Article shall continue without change.

A. GRADES K-3

In grades K-3, ~~for so as long as~~ the Board participates in grade span adjustment (GSA) class size reduction and GSA is supported by state funding at the current level, ~~(2000-2001/2023/2024 school year)~~ the District will strive to maintain class sizes as required by GSA (currently a class average of 24:1). ~~at 20 students per class.~~

~~If classes exceed 20 students, the Assistant Superintendent of Elementary Education will attempt to move students within 10 days. If a class size reaches 25, the principal will call the Assistant Superintendent of Elementary Education to authorize a certificated substitute or classified aide to assist in the classroom until students can be moved.~~

XXVII. TERM AND REOPENER PROVISION *(Revised May 2021)*

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~~2026.

B. Reopeners

1. This shall fully and finally resolve all bargaining through the end of the ~~2023/2024~~ 2020/2021 school year.

2. For the school years 2024/2025 and 2025/2026 each party may open on Article III (Salary and other compensation) and two (2) additional articles.

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