

May 14, 2024

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.**

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

There shall be no change to the Health Benefits Cap.

C. 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. Preschool and/or TK shall be added to the language set forth in Attachment C.

4. Salary – Article III (see Attachment D).
5. Leaves of Absence – Article V (see Attachment E).
6. Evaluation – Article VI (see Attachment F).
7. Work Days – Article IX (see Attachment G).
8. Transfers and Assignments

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The Parties agree that Transfers and Assignments will be ~~A~~ Reopener for the 2024/2025 school year. Revisions to this Article will include the rule that, upon acceptance/placement of a position the member formally becomes staff at the new site.

9. Term – Article XXVII (see Attachment H).

D. RESOLUTION OF BARGAINING

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

FOR THE LODI EDUCATION
ASSOCIATION

By: *M. Lepore*

Date: 5-14-24

FOR THE LODI UNIFIED SCHOOL
DISTRICT

By: *[Signature]*

Date: 5/14/24

LODI UNIFIED SCHOOL DISTRICT

**CERTIFICATED TEACHERS SALARY SCHEDULE
2023-2024**

PROPOSED SALARY SCHEDULE W/ 5%

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	113,738	19
20	107,241	110,425	113,738	117,151	20
25	110,425	113,738	117,151	120,665	25

NOTES:

1. Advanced Degree: One stipend annually for highest earned degree limited to the following: MA, MFA, MSW, MS, M.B.A., M.Ed. - \$2060.10 (Cell B, 10 X .025) OR Ph.D, Ed.D, Dr. of Science, Juris Doctorate - \$3,708.18 (Cell B, 10 X .045).
2. Teachers who maintain a current National Board Certification shall receive a stipend equal to three percent (3%) of Cell B10 on the Salary Schedule.
3. Adjunct Rate: \$46.29 (Cell B, 10 X .00056185)
4. Teachers who are currently held in a four-year increment pending completion of four units of credit must complete that in order to advance to that step which reflects their contractual years of service.
5. The work year for teachers is 185 days. Teachers new to the district may be required to work 188 days.

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

Step	Class A AA + CDP (2) BA + CDP (3)	Class B BA + CDP +10 OR MORE 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.

II. RECOGNITION

B. The Teachers' Unit consists of employees as stated in the listing of positions set forth below:

1. All regular preschool through 12 classroom teachers including:

Teacher Trainees
Children's Center
Deaf and Blind
R.O.P.
R.O.C.
Home and Hospital
Librarians
Department Heads
Temporary Teachers
Part-time Teachers
Regular Contract Teachers on Substitute List
SOLH (Severe Oral Language Handicapped)
Bilingual
ELD
Head Teachers
Resource Specialists
Special Day Class
Adaptive P.E.
Special Program Teacher
Special Project Resource Teacher

III. SALARY AND OTHER COMPENSATION

L. PRESCHOOL THROUGH 12 SUMMER SCHOOL *(Revised February 2014)*

The hourly rate of pay for teaching Preschool through 12 Summer School will be determined according to the years of teaching experience in Lodi Unified School District by multiplying the following factors to Cell D, 10 of the LEA Salary Schedule.

For Summer School

LUSD Teaching Experience	Factor for Cell D10		
Years one through five	0.0005669		
Years six through ten	0.0006151		
Years eleven through fifteen	0.0006681		
Years sixteen or greater	0.0007186		

T. SCHOOL SITE INTERNAL REPLACEMENT FOR ABSENT CLASSROOM TEACHER

1. The District will make a concerted effort to avoid having a regular classroom teacher serve as a replacement for an absent middle or high school teacher, or divide up elementary students into other classrooms for an absent SDC Preschool and TK-6 teacher.

V. LEAVES AND ABSENCES

R. PERSONAL LEAVE FOR A CHILD'S SCHOOL ACTIVITIES

1. Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades Preschool through 12, or who attend a licensed day care facility, may use up to 40 hours of personal necessity leave each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence.

VIII. WORK-YEAR (*Revised May 2015*)

C. ASSESSMENT COLLABORATION MINIMUM DAYS

1. During the school year there will be four (4) Assessment Collaboration minimum days as listed below for grades TK-6. The purpose of these minimum days is to engage in work around student assessments.

IX. WORK DAYS

- A.** Teachers in grades TK through -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.

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- 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:

	Modified 180 Days 5		
	IT	TCT	TD
TK/K	290	200	380
1 - 3	285	271	420
4 - 6	305	273	430
7 - 8	340	270	435
9 - 12	354	278	435

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.

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- F.7. Special Ed Infant and Preschool Programs (B applies)

X. TRANSFERS AND ASSIGNMENTS

B. ASSIGNMENT

6. CRITERIA FOR DETERMINATION

- a. If agreement cannot be reached between the teachers, the following criteria (*Revised February 2014*) shall be applied by the site administrator before making the final recommendation for placement to the Director of Personnel:

Grades Preschool through 6

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD or equivalent
- Current Combination Class Teacher
- Special Training / Certificate if applicable

Grades 7-12

- Credentials held (including supplementary authorizations)
- Major(s) and Minor(s)
- BCLAD or CLAD or equivalent
- Special Training / Certificate if applicable

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G. DISPLACEMENT

5. CRITERIA FOR DETERMINATION

- a. If mutual agreement cannot be reached, the following criteria shall be applied by the site administrator/program manager before making the final recommendation as to who shall be displaced to the Director of Personnel:

Grades Preschool through 8

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

Grades 9-12

- Credentials held (including supplementary authorizations)
- Major(s) and Minor(s)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

XIII. SPECIAL EDUCATION

G. RESOURCE SPECIALISTS

Resource Specialists shall not be removed from their regular assignment to serve as a substitute in another classroom in accordance with Education Code 56362.6d. Resource Specialists will receive a specialist period equivalent to:

TK-6 Resource Specialists

160 minutes per week as per 4-6 grade level
55 minutes RSP time per day

7-8 and 9-12 Resource Specialists

Prep time as authorized for Regular Ed Staff

One period each day for RSP duties (not applicable to middle schools with "teaming schedules")

Duties performed during specialist period may include, but are not limited to:

- Testing or Screening Students
- Writing IEP's
- Classroom observation of regular education students
- Consultation with regular education students
- Consultation with regular teachers regarding both caseload students and non-caseload students
- Conferences with staff and parents about both caseload and non-caseload students

XVII. JOB SHARING *(Revised April 2012)*

C. LIMITATIONS

2. Shared teaching assignments (regular education only) shall be limited as follows:
 - a. Elementary Sites:
 - (1) Ten or fewer regular full-time teachers – one shared teaching assignment.
 - (2) More than ten regular full-time teachers – two shared teaching assignments.

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 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 B10 shall be added for those employees holding the Ph.D., Ed.D., 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 credit for each year 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 0.007*Cell B10 per hour.

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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 classroom teacher will be compensated at the hourly rate based on Step 3, Class A of the teachers' salary schedule.

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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.

Except as set forth below, this Article Evaluations shall continue without change.

VI. EVALUATIONS

- A. Employees covered by this Agreement shall be evaluated by an administrator designated by the Board of Education. Observations by an outside entity/consultant/coach (district or otherwise) shall be used for informational purposes only. An employee is entitled upon request to an additional evaluation to be performed by an administrator mutually agreed upon by the employee and the Assistant Superintendent, Personnel or his/her designee. The additional evaluation shall be considered by the employee's supervisor as part of the summary evaluation process, however the supervisor shall retain the final decision regarding an employee's evaluation.

Note: The Parties agree to collaboratively create a joint communication about the evaluation process.

- B. Teachers will be designated in the following categories for evaluation purposes:

1. Category 1 = Permanent teachers with satisfactory evaluations
2. Category 1A = Probationary and Temporary teachers
3. Category 1B = On-going Temporary teachers (e.g. GATE Resource teachers) who have had at least four years of satisfactory evaluations
4. Category 2 = Teachers who have received one or more "unsatisfactory" or "needs to improve" recommendations on their previous evaluation summary. These teachers will be placed on a Professional Improvement Plan.

C. FREQUENCY OF OBSERVATIONS AND SUMMARY EVALUATIONS

1. Category 1 teachers will be evaluated every other year, except as noted below.
 - a. accordance with Education Code 44664, Category 1 teachers may be evaluated at least every four years for personnel with:
 1. permanent status who have been employed at least 10 years with the school district, and
 2. whose previous evaluation rated the employee as satisfactory and
 3. if the evaluator and certificated employee being evaluated agree. *(The employee and the evaluator are required to sign a document verifying agreement)*

- b. The certificated employee or the evaluator may withdraw consent at any time, at which time the evaluation shall revert back to every other year. *(The employee or the evaluator must sign a document verifying withdrawal of consent.)* Withdrawal of consent must be provided at least forty-five (45) days prior to any observation/evaluation. Such notification must be in writing stating such reasons for withdrawal. If requested by the employee, the evaluator shall meet with the employee to discuss the reasons set forth in the notice.

ARTICLE IX. WORK DAYS

Except as set forth below, this Article shall continue without change.

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

XXVII. TERM AND REOPENER PROVISION

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, 2026.

B. Reopeners

1. This shall fully and finally resolve all bargaining through the end of the 2023/2024 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.