

**ARTICLE IV**  
**1. WAGES**

- 4.1 Effective July 1, ~~2023~~ **2024**, the ~~2022-23~~ **2023-24** base salary schedule shall be increased by ~~8.22~~ **1.07**%. Only employees in paid status on the date of Board ratification shall be paid this increase. In addition, a ~~2.0~~ **3.05**% one-time, off-the-salary schedule payment shall be provided to all in service and active employees upon completion of the ~~2023-24~~ **2024-25** work calendar payable on or before the end of June ~~2024~~ **2025**.

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 increase by 8.22%. **Effective July 1, 2023-2025 2024, the Extra Duty Pay Scale will increase by 8.22 1.07%.** 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.

- 4.3.3 Psychologists ~~and~~ shall have their salary placement multiplied by a factor of 1.15. **Effective July 1, 2024, CTE teachers without a Bachelor's degree shall receive the following multiplier: 10 years of service salary placement multiplied by a factor of 1.2%, 15 years of service 1.5%, 20 years of service 2.0 % and at 25 years of service 2.5%. These CTE multipliers will be applied cumulatively.**

Effective July 1, 2014, Speech Language Pathologists shall have their salary placement multiplied by a factor of 1.15. Effective 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.

## **ARTICLE V**

### **5. HEALTH AND WELFARE**

**\*One time 1.5% to serve as a one-time payment towards health insurance cost payable on or before the end of June 2025 to all employees, including those opting out of health benefits.**

## **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, ~~2025-2026, 2026-2027~~ 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~~ ~~2027-2028~~ 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.

6.14 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

#### Tentative Agreement 4.7.25

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. **Effective July 1, 2025, the District will assign Music teachers to kindergarten 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 <del>24-25</del> 25-26 School Year - Typical Preparation Time TK-6 Per Full Five-day Week |             |                           |               |               |              |                 |                 |                |
|-----------------------------------------------------------------------------------------------------|-------------|---------------------------|---------------|---------------|--------------|-----------------|-----------------|----------------|
|                                                                                                     | TK          | K                         | 1             | 2             | 3            | 4               | 5               | 6              |
| Music                                                                                               | 40 min/week | <del>40-60</del> 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   |              | 100** min/week  | 100** min/week  | 100** min/week |
| Total Prep Time                                                                                     | 40 min/week | 60 * min/week             | 60 * min/week | 60 * min/week | 60* min/week | 160 ** min/week | 160 ** min/week | 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

## Tentative Agreement 4.7.25

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 2024-2025 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 4<sup>th</sup>- 6<sup>th</sup> commencing in the 2024-25 school year.

### ARTICLE XXIII

#### 23. CLASSROOM BUDGETS

23.1 The District shall ensure that TK-8 and Village Oaks High School classroom teachers receive equitable funding for their classroom budgets and not less than \$400 per school year.

The principal may allocate additional funding for classrooms that require additional supplies and shall not be capped at \$400.

Ink, toner, a working printer and copy paper costs shall not be deducted from classroom budgets although principals may place restrictions on the level of copy paper use.

#### Extra Duty Pay Schedule - Appendix B

##### ADD

District Library Coordinator (comp with Village Oaks Coordinator)

HS Band - Brass Coach (comp with Drum Tech) \*Prop 28

HS Band - Woodwinds Coach (comp with Drum Tech) \*Prop 28

Kadie Collette

Brooke

  
B-H

  
Jyffany Fuhrmeister

## TENTATIVE AGREEMENT

### Article 4 - Wages

4.3.9 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, Speech Language Pathologists 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.

**Unit members performing as pit musicians for Lincoln High School musicals will be provided a \$50 per service stipend. A service is defined as a rehearsal or performance typically lasting two hours and no more than three hours.**

*Tiffany Zuhmstue* 10/15/24

*Kadi Collette* 10/15/24  
10/15/24

*[Signature]*

*Tom Jr* 10/15/24

*He De* 10/15/24

*[Signature]* 10/15/24

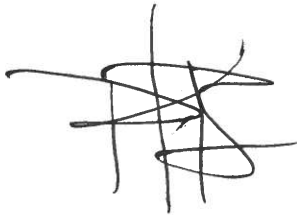
*Bik* 10/15/24

*Reh + bel* 10/15/24

Article 4 - Wages

4.6.7 **Starting in the 2025-2026 school year,** annually and at District discretion, the District may offer a one-time signing bonus stipend of \$10,000.00 per **teacher employee, newly hired by the District,** to be paid out over the course of 4 payments during their first two years of employment as means of providing qualified **teachers employees** in a timely manner for our students in specific areas of need. **This excludes current employees, and former employees who resigned within the last 24 months and return to District employment.**

**4.6.7.1 Annually, the District will notify the Association of the specific areas of need.**



Kadi Colletta



Brooke EO

Ruben Huel



Tim L "

*Rein Hill*

LINCOLN UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES

NOTICE OF INTENT TO EARN UNITS  
(CERTIFICATED)

*Kacie Collette*  
*Jessie DeHanna*

Name \_\_\_\_\_

Date \_\_\_\_\_

Present Position \_\_\_\_\_

Site \_\_\_\_\_

1. I plan to take \_\_\_\_\_ quarter/semester units during the \_\_\_\_\_ (Fall, Spring, Summer) session at \_\_\_\_\_ (institution).
2. Course Title and Number \_\_\_\_\_

**Continuing Education Units (CEUs) cannot solely be used for salary advancement. CEUs must be accompanied by an official transcript issuing semester/quarter units.**

- |                                                                                                                                         | <u>Yes</u>               | <u>No</u>                |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 3. Is there an attached course description/flyer from institution?                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the course meet the required time standards (15 classroom hours per semester unit)?                                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the institution accredited?                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the course meet district, school, and your educational goals?                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the course accepted by the offering institution for credit towards a degree or credential?                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is the District paying for any or all of the registration, travel, transcription fees <u>or</u> is your attendance during work time? | <input type="checkbox"/> | <input type="checkbox"/> |

**I verify that the above information is accurate. If it is not accurate, it could jeopardize receiving credit for movement on the salary scale.**

**I understand that if I am applying for movement on the salary scale (Salary Credit), I must submit unofficial transcripts to Human Resources by August 1.**

**I understand that in order to move on the salary scale in the same school year, official transcripts must be submitted to Human Resources no later than September 5.**

\_\_\_\_\_  
Signature of Employee

**Recommendation of Evaluator:**

Approved  
☐

Disapproved  
☐

\_\_\_\_\_  
Signature of Evaluator

**Recommendation of District Office:**

\_\_\_\_\_  
Units Approved

\_\_\_\_\_  
Units Disapproved

\_\_\_\_\_  
Signature of Associate Superintendent – HR

*Brooke Lane*  
*Tracy*

\*\*\*Once units/courses are approved, they may not be rejected at a later date without good cause.\*\*\*

*[Signature]*

*[Signature]*

14/25

Tentative Agreement

Article IV- Wages

4.3.6 Bargaining unit members will be given salary credit for approved semester units completed and submitted by August 1st. **To clarify, Continuing Education Units (CEUs) cannot solely be used for salary advancement. If submitting CEUs, they must be accompanied by an official transcript issuing semester/quarter units.** Proof of completion accepted may consist of: unofficial transcripts or report cards or proof of attendance, followed up with official transcripts submitted by September 5<sup>th</sup>. 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.

4.3.7 All graduate units for salary advancement must be pre-approved by the evaluator and the Associate Superintendent of Human Resources. **Once units/courses are approved, they may not be rejected at a later date without good cause.**

**Bargaining unit members must verify that the information submitted for salary advancement is accurate. If it is not accurate, it could jeopardize receiving credit for movement on the salary scale.**

The Associate Superintendent of Human Resources shall evaluate and may reject graduate units of **a teacher an** 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.

Rhett

BLS

myt

Stedman

Travis

Stedman

Kadi Collette

Brooke EQ

Jennifer Burkhardt

## TENTATIVE AGREEMENT

### Article 6 - Hours

- 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, **defined as new to the profession and placed on step 1 of the certificated employee salary schedule,** 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, **defined as new to the profession and placed on step 1 of the certificated employee salary schedule,** 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.

Nate DeW 11/19/24

B. S. 11/19/24

M. H. 11/19/24

Ron Hall 11/19/24

11/19/24

Kadie Collette 11/19/24

Jessica Fuhmister 11/19/24

Brooke E. Sie 11/19/24

Tw. M. C. 11/19/24

11/19/24

## Article 6 - Hours

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- 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, defined as new to the profession and placed on step 1 of the certificated employee salary schedule, 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.

- 6.17 RSP teachers at sites excluding Sierra Middle School, Lincoln High School, and Village Oaks High School 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.
- 6.18 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. Additional consideration for this release time will be given to RSP teachers at Sierra Middle School, Lincoln High School, and Village Oaks High School.



Jeffrey Zimmerman

Kadie Collette



B-J

Rh Hall

4/7/25

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;

6.8.1.9 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.

**At Lincoln High School, Tuesday morning meetings 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.**

  
Suzanne J. Sumner  
HS

Kadie Collette





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## DISTRICT & LUTA TENTATIVE AGREEMENT 12/16/24

### [NEW SUB ARTICLE 6.19, PLACEMENT AT END OF ARTICLE VI]

#### 6.19. Job Sharing

6.19.1. Definitions: A job share means two (2) unit members sharing a 1.0 FTE assignment (Example: sharing one (1) teaching assignment on a 50/50 or a 60/40 basis.). *(move)*

6.19.2. Requirements: A job share shall last for one (1) school year. Only permanent teachers will be considered for a job share. There shall be no more than one job share classroom at a site, unless approved by the site administrator and Associate Superintendent of Human Resources. There will be a maximum of two job shares Districtwide, unless additional job shares are approved by the Associate Superintendent of Human Resources.

6.19.3. All job shares will provide students a high level of consistency, based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. A job share may be discontinued during the school year if the site administrator and Associate Superintendent of Human Resources determine these principles are not being met.

#### 6.19.4. Process:

6.19.4.1. Unit members shall apply for a job sharing assignment for the following school year no later than March 1<sup>st</sup>, unless approved by the Associate Superintendent of Human Resources.

6.19.4.2. The applicants for a job share shall meet with the site administrator to discuss the specifics of the job sharing proposal. The job share proposal must be considered and approved by the site administrator and the Associate Superintendent of Human Resources to become effective. Consideration shall be based upon the benefit to District operations, the educational program and the affected employees, and the principles in 6.19.3. *(remove)*

6.19.4.3. Each unit member must request a leave of absence for approval by the Board of Trustees in accordance with Article 7, Section 6 to be eligible for a job share.

6.19.5. Each unit member remains responsible for joint pre-planning, performing traditional duties, and scheduling who will attend pre-service day and staff development days, with no additional compensation.

6.19.6. Field trips and school-related meetings (other than faculty meetings) shall be attended by the unit member serving on those days. The unit members shall develop a plan to split attendance at faculty meetings, share other responsibilities and information.

6.19.7. A unit member on a shared contract is entitled to the appropriate percentage worked of a full contract for salary, benefits, retirement and paid leaves. Unit members

in a job share may accumulate days for advancement on the salary schedule over a two year period to equal 75% in the second job share year, if any. Unit members that do not work at least 75% during the first job share year will not advance on the salary schedule.

6.19.8. Renewal of Job Share: Job share approvals shall be for one (1) school year at a time and are not automatically renewed. Unit members must reapply each year by March 1<sup>st</sup> and be approved by the site administrator and Associate Superintendent of Human Resources. If approved, a request for leave of absence must be submitted to the Board of Trustees in accordance with Article 7, Section 6. The unit member shall return to full time status if the renewal is not approved by the site administrator and Associate Superintendent of Human Resources, or if the leave of absence is not approved by the Board of Trustees.

6.19.9. Effective July 1, 2025, three (3) school years is the maximum total years of job sharing for a unit member, either consecutive or non-consecutive. After three (3) school years, the job sharing teachers must return to fulltime or their previously held FTE. The site administrator and Associate Superintendent of Human Resources may consider extending the time beyond three school years if there are no new job share proposals at the site and districtwide, beyond the limit stated in 6.19.2.

**ARTICLE IX**  
**2. TRANSFER**

**Section 3 – Involuntary Transfer**

- 9.3.1 A transfer initiated by the administration shall be completed only after the appropriate district administrator has discussed the transfer with the affected employee. Involuntary transfers may be made for one of the following reasons: elimination of program(s), program funding changes, worksite closings, and other reasons determined by the District.
- 9.3.2 Transfers shall be made to meet the instructional requirements of the school district and/or the best interest of the students.
- 9.3.3 **For the involuntary transfers that occur during the academic year, an** An employee shall be given at least ten (10) calendar days notice before an involuntary transfer is to take place. The employee shall be granted five (5) days of ~~release~~ **released** time to prepare. This release time must be taken within thirty (30) calendar days from the commencement of this new assignment unless alternate arrangements are made with the appropriate district administrator. The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily transferred.

**If a unit member (itinerant teachers addressed below) is notified of an involuntary transfer either during the current academic year or summer break for the following academic year, or outside of the regular academic year, the employee shall receive two (2) days of compensation at their per diem rate to prepare for the involuntary transfer during the summer break. The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily transferred.**

**An itinerant teacher, as defined in 6.7.2.1, who is notified of an involuntary transfer either during the current academic year or summer break for the following academic year or outside of the regular academic year, may request up to eight (8) hours with District approval, to prepare for the involuntary transfer during the summer break. The employee will submit a time sheet documenting the hours which will be paid compensation in the form of timesheeting at the established hourly rate or up to two (2) days of compensation at their per diem rate.**

- 9.3.4 The administration must inform the teacher of this procedure by supplying a copy of this article to the affected employee.
- 9.3.5 When agreed a choice of positions is possible, the employee may indicate an order of preference. If two or more employees transferred involuntarily request the same assignment, the one best qualified in the judgment of the appropriate district administrator in consultation with the appropriate administrative staff shall be recommended. Seniority and a teacher's scheduling needs shall be two of the many factors weighed by the District when transfers are being considered, in

## Tentative Agreement 2.25.25

addition, the parties will abide by the process described in Section 4 – Involuntary Transfer due to Layoff.

- 9.3.6 No involuntary transfer shall be arbitrary, capricious, discriminatory or punitive.
- 9.3.7 An employee being involuntarily transferred shall, upon request, be provided with the reasons in writing.
- 9.3.8 Whenever a transfer is made or considered to be made, the employee shall be notified as soon as possible.

### **Section 4 – Involuntary Transfer due to Layoff**

- 9.4.1 During the timeframe of March 15 through August 10 of any year when certificated layoffs are conducted, the parties agree to the following in addition to all other language within Article IX, Transfers. These two paragraphs only affect involuntary transfers within the particular kinds of service wherein layoffs are conducted.

9.4.1.1 If two or more teachers will be involuntarily transferred, the District agrees to have a District office administrator confer with the affected teachers prior to the District establishing new assignments for these teachers. The District will review all vacant positions available at the time for which these teachers are qualified. The District will offer conference times in seniority order. The District will be excused from the responsibility of conferring with an affected teacher if the teacher does not respond to the District's meeting request within three (3) days, the teacher does not wish to meet, or the teacher is not available at the time offered. If the teacher is not available at the time offered, the District will offer another meeting time although the meeting time may not be in seniority order.

9.4.1.2 The District will provide LUTA with the appointment schedule at least two (2) days prior to the meetings. The parties recognize the need to conduct additional involuntary transfers can arise at any time, and it is not always possible to schedule all conferences in seniority order.

**ARTICLE X**

**10. REASSIGNMENT/RELOCATION**

**Section 1 – Definition**

- 10.1.1 A reassignment within the meaning of this Article is a change in assignment from one grade level to another within the same school or program, or a change in assignment from one subject to another within the same school or program.
- 10.1.2 A relocation within the meaning of this Article is defined as a change of work location at the same school site.

**Section 2 – Voluntary Reassignment**

- 10.2.1 Any employee may request a change in their assignment by submitting such request in writing to the employee's site administrator. At its discretion, the District may grant or deny such a request.

**Section 3 – Involuntary Reassignment**

- 10.3.1 At its discretion, the District may initiate reassignments. Involuntary reassignments may be made for the following reasons: elimination of program(s), program funding changes, worksite closings, and other reasons determined by the District.

10.3.2 The District shall observe the following procedures in making reassignments:

- 10.3.2.1 An administrator shall notify an employee who is being considered for a reassignment. Upon written request from the employee, the administrator shall meet with that employee to discuss the reasons for the proposed reassignment. If the employee objects to the proposed reassignment, the employee may suggest alternatives to their administrator.
- 10.3.2.2 Once a decision has been made to reassign an employee, the site administrator shall notify the employee as soon as possible.

- 10.3.3 **When the reassignment occurs during the academic year, release time to prepare for the new assignment will be granted as follows:**

- 10.3.3.1 One day – 20% change (Lincoln High School, Sierra Middle School, one period change)
- 10.3.3.2 Two days – 21% – 99% change
- 10.3.3.3 Three days – 100 change
- 10.3.3.4 If a reassignment results in a mandatory change in work location, the site administrator may approve an additional day of release time or one day of pay at the short-term substitute pay rate.

10.3.3.5 The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily reassigned.

10.3.3.6 No involuntary reassignment shall be arbitrary, capricious, discriminatory or punitive.

**10.3.4 If a unit member (itinerant teachers addressed below) is notified of a reassignment either during the current academic year or summer break for the following academic year or outside of the regular academic year, the employee shall receive two (2) days of compensation at their per diem rate to prepare for the reassignment during the summer break.**

**If an itinerant teacher, as defined in 6.7.2.1, is notified of a reassignment either during the current academic year or summer break for the following academic year or outside of the regular academic year, they may request up to eight (8) hours with District approval, to prepare for the reassignment during the summer break. The employee will submit a time sheet documenting the hours which will be paid compensation in the form of timesheeting at the established hourly rate or up to two (2) days of compensation at their per diem rate.**

#### **Section 4 – Involuntary Relocation**

**10.4.1 At its discretion, the District may initiate an involuntary relocation.**

**For involuntary relocations that occur during the academic year, A site administrator, upon request, will approve a unit member will receive either one day of release time or one day of pay at the per diem rate. for a mandatory change in work location, which occurs during the academic year.**

**If a unit member (itinerant teachers addressed below) is notified of a relocation either during the current academic year or summer break for the following academic year or outside of the regular academic year, the employee shall receive one (1) day of compensation at their per diem rate to prepare for the relocation during the summer break.**

**If an itinerant teacher, as defined in 6.7.2.1, is notified of a relocation either during the current academic year or summer break for the following academic year or outside of the regular academic year, they may request up to eight (8) hours with District approval, to prepare for the relocation during the summer break. The employee will submit a time sheet documenting the hours which will be paid compensation in the form of timesheeting at the established hourly rate or up to one (1) day of compensation at their per diem rate.**

10.4.2 The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily relocated.

10.4.3 No involuntary relocation shall be arbitrary, capricious, discriminatory or punitive.



**ARTICLE XXIV  
COMPLETION OF NEGOTIATIONS**

- 24.1 The parties agree negotiations have been completed for the ~~2021-2022, 2022-2023, and 2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 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, and Article V Health and Welfare, shall be reopened for the 2025-2026 and 2026-2027 school years. Additionally each party may select two (2) additional articles for reopeners in both the 2025-2026 and 2026-2027 school years. The parties agree that bargaining may be reopened on any other item by mutual consent.
- 24.3 The parties agree to commence negotiations in ~~2024~~2027 for a new three-year successor contract covering the ~~2024-25, 2025-2026 and 2026-2027~~ 2027-2028, 2028-2029, and 2029-2030 school years.

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

For LUSD

For LUTA

Kadie Collette

Broderick

HB

Tiffany Juhmeiste

Vol

B

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**LINCOLN UNIFIED SCHOOL DISTRICT**  
**and**  
**LINCOLN UNIFIED TEACHERS ASSOCIATION**  
**(Catastrophic Leave Program)**

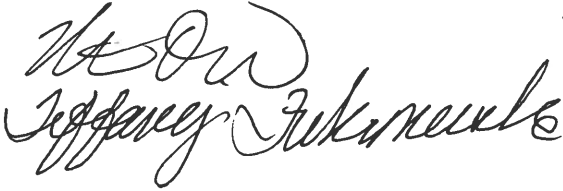
This Memorandum of Understanding ("MOU") is agreed to between the Lincoln Unified School District ("District") and the Lincoln Unified Teachers Association ("LUTA") regarding the creation of a pilot of a Catastrophic Leave Program for the 2023-2024, & 2024-2025, & 2025-2026 school years.

1. The Catastrophic Leave Program permits any eligible employee to donate accumulated sick leave to another employee when that employee or a member of their family suffers from a catastrophic illness or injury.
  - 1.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off. (Generally as described in Education Code Section 44043.5(a)(1))
    - 1.1.1 An employee's family member is defined as a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person for which you are needed to provide care. An employee may select one (1) designated person per 12-month period for catastrophic leave.
  - 1.2 In order to be eligible to donate, a unit member must be under contract with the District and must have at least ten (10) accumulated sick days.
2. The District shall notify members of the existence of the Catastrophic Leave Program at the start of the school year. See Appendix XX for application.
3. A unit member who would like to receive donations through the Catastrophic Leave Program must have first exhausted all existing accumulated sick leave (including leave granted in article 7.1.7.1) and submit an application to the District with a doctor's statement indicating the nature of the illness or injury and probable length of absence. If the employee is incapacitated, then the application may be submitted by an agent or family member.

*[Signatures]*  
Jeffrey Furman  
Booker E. Collette  
Stacie Collette  
R. H. Hill  
B. J.

Tentative Agreement: Update dates Catastrophic Leave

4. A Catastrophic Leave Committee will be composed of four (4) members of the Association, including a Committee Chair. Release time for Catastrophic Leave Committee meetings will be included in the total allocated time provided in Articles 16.12 and/or 16.14.
5. Applications will be presented to the Committee Chair who will keep all information received from the applicant as confidential, and who will maintain the anonymity of the applicant. In order to ensure this anonymity, the Committee Chair will be responsible for redacting information and will not have a vote. Applications shall be reviewed and the decisions of the Committee shall be reported by the Committee Chair to the applicant and the District, in writing, within ten (10) work days of receipt of the application. Decisions will be made by an anonymous majority vote and all discussions in the Committee will remain confidential. All Committee decisions are final.
6. Within three (3) work days of approval by the Catastrophic Leave Committee, the District will send notice to all unit members that the Committee has approved an anonymous unit member's application for Catastrophic Leave and is accepting donations of sick leave from eligible employees.
7. Eligible employees that want to donate sick leave will submit a donation form to the District. Donation forms will be processed on a first received basis. Donations must be a minimum of one full day of sick leave and in half day increments thereafter. No employee may donate more than five (5) full days of sick leave in any given work year. Donated sick leave, once accepted, is irrevocable and is permanently transferred to the applicant for their use.
8. Once the amount of leave requested is satisfied by the received donations, the District will notify the Committee Chair. The Committee Chair will notify the Committee and unit members as soon as possible that the confirmed number of donated leave has been satisfied by donors, and no further donations are required. The District will notify the accepted donors that their leave has been reduced to reflect their donation.
9. Employees applying for the Catastrophic Leave Program must request a minimum of five (5) days, with a maximum of ninety (90) days that may be requested, in any given work year.
10. Employees who donate or receive eligible leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Trustees, officers, employees, and the program's committee members harmless with respect to the Catastrophic Leave Program. LUTA agrees the District's Board of Trustees, officers, employees, and the program's committee members shall not be responsible in any way nor held liable for the following actions, including but not limited to the development and administration of the Catastrophic Leave Program.
11. Both Parties agree to meet and evaluate the operation of the Catastrophic Leave Program through the liaison process. These meetings will take place throughout the pilot period with the expressed intent to address issues that may arise from piloting this program in an effort to create a sustainable Catastrophic Leave Program for LUSD.
12. The Catastrophic Leave program will be implemented in the 2023-2024, and 2024-2025, and 2025-2026 school years. This agreement is effective on the date of the signing of this MOU and









Tentative Agreement: Update dates Catastrophic Leave

both parties agree to meet prior to March 1st, 20256 to discuss the continuation of the Catastrophic Leave Program in LUSD. This pilot program will sunset at the end of the 20245-20256 school year.

FOR THE LINCOLN UNIFIED TEACHERS  
ASSOCIATION

FOR THE LINCOLN UNIFIED  
SCHOOL DISTRICT

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

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

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

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

*[Handwritten signatures and names]*  
Cynthia Johnson  
HHS  
Kandi Collette  
R. L. T. [unclear]

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**LINCOLN UNIFIED SCHOOL DISTRICT**  
**and**  
**LINCOLN UNIFIED TEACHERS ASSOCIATION**  
**(LHS Co-Teaching Classes and Collaboration Classes)**

This Memorandum of Understanding (“MOU”) is agreed to between the Lincoln Unified School District (“District”) and the Lincoln Unified Teachers Association (“LUTA”) regarding co-teaching classes, collaboration classes, and the creation of a committee to define and make recommendations for both types of classes commencing in the 2025-2026 school year.

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1. For purposes of this MOU only, a Co-Teaching Class is defined as a class with a general education teacher designated as the teacher of record, that co-teaches the course subject with a special education teacher. For purposes of this MOU only, a Collaboration Class is defined as a class with a general education teacher designated as the teacher of record, that teaches the course subject with the assistance of a special education paraprofessional.
2. General education teachers and special education teachers who co-teach together may request approval for collaboration time on an as needed basis from the Executive Director of Special Education. Approved collaboration time will be submitted on a timesheet and paid at the hourly rate (instructional and curricular).
3. The District will strive to give general education teachers and special education teachers as much advance notice as possible if they are being scheduled to teach a co-teaching class or collaboration class.
4. Upon signing this MOU, a Co-Teaching Committee will be created with intended purpose of researching, defining, and making recommendations towards the following:
  - What constitutes a co-teaching class
  - What constitutes a collaboration class
  - Review enrollment data of general ed students and students with IEPs and 504 plans in both settings (co-teaching vs collaboration)
  - What are the duties, expectations, and responsibilities of the teachers
  - How can teachers effectively collaborate with paraprofessionals to support student learning in co-teaching and collaboration settings.
  - What is the best practice for a reduced class size for co-teaching classes
  - How will co-teachers collaborate
  - What department meetings and professional development should co-teaching teachers attend, i.e., their own or the subject area they co-teach
5. The Co-Teaching Committee will be composed of 5 unit members selected by LUTA (including a general education teacher currently in a co-teaching class, a special education teacher and an SDC teacher currently in a co-teaching class, and strategies department chair) and 4 administrators selected by the District (including site administrator(s), and district administrator(s)).

6. The Co-Teaching Committee will report their findings and recommendations to the District and LUTA by April 30, 2025.
7. Both parties agree to bargain this issue during negotiations for the 2025-2026 school year.

FOR THE LINCOLN UNIFIED TEACHERS  
ASSOCIATION

By: Kadi Collette

Date: 3/13/25

FOR THE LINCOLN UNIFIED  
SCHOOL DISTRICT

By: [Signature]

Date: 3/4/25

**Subject:** MOU Committee

**Date:** Thursday, March 13, 2025 at 9:33:58 AM Pacific Daylight Time

**From:** Peter Perez

**To:** Thomas Crocker, Kadie Collette, Michele Tatum

Thomas,

I hope your day is going well. I wanted to follow up that we have found the 5 LUTA members to make up the Committee

- Leslie Zindel – Department Chair
- Erika Martinez – SDC Teacher
- Dorothy “Dotti” Hernandez- RSP Teacher
- Bridget Hawley-Ortiz – Gen Ed teacher Para push in support
- Peter Perez – Gen Ed Teacher RSP collab class

Please let me know what the next steps are so we can set up the meetig times.

Have an amazing day,

Peter Perez

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**LINCOLN UNIFIED SCHOOL DISTRICT**  
**and**  
**LINCOLN UNIFIED TEACHERS ASSOCIATION**  
**(Cell Phone Policy Enforcement Indemnity)**

This Memorandum of Understanding ("MOU") is agreed to between the Lincoln Unified School District ("District") and the Lincoln Unified Teachers Association ("LUTA") regarding the district-wide cell phone policy beginning in the 2024-2025 school year.

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Bargaining unit members will be held harmless in the event that a student's cell phone is lost, stolen, or damaged while enforcing the district-wide cell phone policy beginning in the 2024-2025 school year. Absent cases where the loss/damage to the student's cell phone is caused by the malicious or willful misconduct of the unit member.

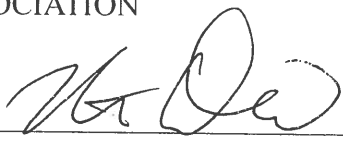
This agreement is effective on the date of the signing of this MOU.

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FOR THE LINCOLN UNIFIED TEACHERS  
ASSOCIATION

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

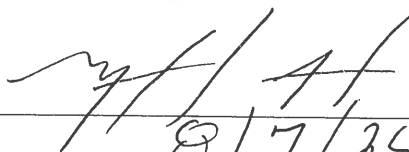
Date: \_\_\_\_\_

  
8/7/24

FOR THE LINCOLN UNIFIED  
SCHOOL DISTRICT

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

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

  
8/7/24

T.A.

3/4/25

Kaderi Colletti

**LINCOLN UNIFIED SCHOOL DISTRICT**

2010 W. SWAIN ROAD STOCKTON, CA 95207

**LOAN AGREEMENT**

Employee's Name \_\_\_\_\_ Site \_\_\_\_\_

Equipment/Make \_\_\_\_\_ Inventory # \_\_\_\_\_

Accessories \_\_\_\_\_ Value \_\_\_\_\_

This technology equipment is the property of the Lincoln Unified School District and is being assigned to the employee only for educational purposes associated to the employee's position. By signing this document, I agree to use the equipment plus associated peripherals and software in connection with my employment with Lincoln Unified School District and shall not permit any other person to possess or use the equipment or software. I shall adhere to the Employee Internet Ethics and Acceptable Use Agreement of the San Joaquin County Office of Education, Lincoln Unified School District Board Policies and comply with all applicable copyright and other regulations regarding the software.

I agree to properly care for the device to which I am issued. This includes, but is not limited to: securing the device; not leaving the device in a vehicle; not leaving the device unattended in office or class-room; no liquids near; and proper installation of licensed software through the District Information Technology department. I agree to promptly inform the Lincoln Unified of loss or damage to the device. In the event of a loss I agree to fully cooperate in any ensuing investigation. I understand that I am responsible for a \$250 deductible for replacing the device if it is lost or for necessary repairs due to gross negligence.

I acknowledge that the device is provided for my use at the discretion of Administration while I remain an employee of the Lincoln Unified School District. If I cease employment with the Lincoln Unified School District, I will return the device to my supervisor before my last date of employment. The device will be returned in the same condition as on the agreement date of issue, reasonable wear and tear excepted. If I failed to return the device on my last date of employment, Lincoln Unified School District may treat this as a loss. I realize this may result in my being subject to criminal prosecution and/or civil liability.

By signing below, I acknowledge that I have read and fully agree to the terms of this Loan Agreement.

\_\_\_\_\_  
Employee's Signature\_\_\_\_\_  
Site Administrator

*I understand by signing this agreement that I am agreeing to a \$250 replacement cost if the device is lost or damaged due to gross negligence.*

**EQUIPMENT**

Date Checked Out: \_\_\_\_\_

Equipment Condition at time of checkout: (please circle) **GOOD** **FAIR** **POOR**

Comments: \_\_\_\_\_

Please initial: \_\_\_\_\_

\_\_\_\_\_  
Employee\_\_\_\_\_  
Person verifying

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

Equipment Condition at time of check-in: (please circle) **GOOD** **FAIR** **POOR**

Comments: \_\_\_\_\_

Please initial: \_\_\_\_\_

\_\_\_\_\_  
Employee\_\_\_\_\_  
Person verifying