



Lake Elsinore Teachers Association



Lake Elsinore Unified School District

May 2, 2025

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT
AND
LAKE ELSINORE TEACHERS ASSOCIATION
TENTATIVE AGREEMENT**

Only changes and deletions are noted in the Tentative Agreement. All other articles remain as current contract language.

Article 10- Salary

10.1 Compensation

2024/2025 – 5.50% Ongoing Compensation Increase

5.50% ongoing compensation increase to the certificated salary schedule retroactive to July 1, 2024. The 5.50% increase will be based on the 2022/2023 Certificated Salary Schedule. The retroactive salary increase will be paid on the June 2025 pay warrant.

2025/2026 –3.49% One Time Off-Schedule Payment

3.49% one time off-schedule payment paid on the November 30, 2025, pay warrant to all certificated employees in an active status as of November 15, 2025. The one time off-schedule payment will be based on the 2024/2025 Certificated Salary Schedule.

Article 11 – Health and Welfare Benefits

2025/2026 - .49% Increase to Health and Welfare Cap (.44%) and Addition of Article 11.1.3 (.05%)

11.1 Commencing in the 2025/2026 school year, all bargaining unit members and dependents shall be granted full fringe benefits covered by a District maximum annual contribution not to exceed \$13,250.00 per employee. The monthly District maximum contribution shall be \$1204.55 eleven-month or \$1104.17 twelve-month. The total amount of money available for the purchase of group insurance benefits is defined as the District maximum annual contribution per employee (\$13,250.00) multiplied by the total number of participating employees. The District shall notify each bargaining unit member, prior to open enrollment, of the estimated payroll deduction that may be required for each group insurance option. (Appendix 3a-b)

11.1.2 The District and Association agree for the 2024-2025 and 2025-2026 school years, there shall be no increase to employees who are currently on coordinated benefits and receiving cash in lieu of health and welfare benefits.

11.1.3 As allowable by applicable rules and regulations, beginning in the 2025-2026 school year, members who are covered by Tricare, Medicare, MediCal, or Covered California shall be eligible to opt into district paid dental and/or vision insurance.

All articles below are effective as of July 1, 2025.

Article 2 – Terms and Conditions of Employment

2.1. Work Year

2.1.2 - The regular work year for unit positions other than teacher shall be: counselor 196 days, speech and language pathologist 185 days, nurse 193 days, librarian 185 days, and psychologist 201 days. For these

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certificated positions, the work year calendars shall be standardized for the regular length of the work year (185) per Article 2.1.1. For certificated positions with more than 185 days, the bargaining unit member has flexibility in scheduling the additional workdays outside of the 185 days.

2.1.3 - With the exception of all day TK/Kindergarten classes, Ortega High School and the Alternative Education Center, the following shall be the maximum number of instructional minutes at each grade level span. It is agreed that the maximum number of instructional minutes shall not be increased unless required by State law or through the negotiation process.

Preschool	36,720
TK/Kindergarten	36,720
Grades 1-3	53,460
Grades 4-5	56,700
Grades 6-8	59,400
Grades 9-12	66,780

2.7 Staff Meetings

2.7.1- Mandatory Staff Meetings shall not exceed more than one seventy-five (75) minute meeting per school month.

1.3.25 - Staff Development involves all Bargaining Unit Members and pertains to staff functions and/or school-wide initiatives that affect and/or benefit all students. Each staff development presentation shall not exceed forty-five (45) minutes of the monthly staff meeting minutes per topic, as outlined in Article 2.7.1.

Modification of PLC MOU

Modifications were made to the 2025/2026 PLC and Conference MOU (see attached).

Article 3 – Non-Teaching Duties

3.1 Duties Beyond Regular Work Hours

3.1.6 Completion of all mandated State and Federal training to meet compliance requirements set by the Federal and State Government. No additional District training will be added without extra-duty pay.

3.2 Playground and Bus Duty

3.2.2 Unit members assigned to nurse, speech and language pathologist, psychologist, librarian, and counselor positions shall not be assigned playground and bus area supervision duties.

Article 5 – Class Size

5.1 Elementary Regular Class Size (Grades TK-5)

5.1.6 When a student who has an IEP is mainstreamed into a general education classroom and is not on the general education teacher's roster, the student shall be counted as part of the total class size if mainstreamed more than 50% of the daily instructional minutes of the instructional day. Articles 5.1.2, 5.1.3, and 5.1.4 shall apply. The overage payment shall be prorated in direct correlation to the amount of time the student is mainstreamed.

5.4 Special Education Teacher/Student Enrollment Ratio

5.4.1 Speech and Language Pathologist

Speech and Language Pathologists' caseloads shall not exceed 60 for 185 days (FTE) of employment: Students that are identified as receiving consult services per their IEP, shall be counted as 0.25 students toward the caseload. The maximum caseload for a Speech and Language Pathologist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section §56441.11 or §56026 shall not exceed a count of 40. If a Speech and Language Pathologist provides services to a blend of ages between preschool and TK-12 students, the ratio shall be multiplied by 1.4 per preschool and/or TK student.

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- 5.4.1.2 Each Speech and Language Pathologist who volunteers and provides services to students above the authorized caseload at District request shall be compensated at the extra-duty pay rate at Column D Step 5 for two (2) hours per month for each student determined to be above the caseload per Article 5.4.1. Students served shall be verified through the use of timesheets outlining services provided and to whom (student name). Students receiving consult only services will be denoted separately on the timesheet.
- 5.4.1.3 Speech and Language Pathologists with a Master's Degree, a Certificate of Clinical Competence and a state License in Speech-Language Pathology shall be awarded annual stipends of \$10,000.
- 5.4.1.4 Speech and Language Pathologists with only a Speech and Language Credential shall be awarded annual stipends of \$5,000.
- 5.4.1.5 District shall offer a one-time signing bonus of \$10,000 to a fully credentialed Speech and Language Pathologists with a Master's Degree.

5.4.3 Special Day Classes (SDC) (Applies to Pre/TK/K-5 Special Education Only)

The class size and caseload for mild/moderate special day elementary classes shall not exceed seventeen (17) students. The class size and caseload for moderate/severe special day elementary classes shall not exceed fifteen (15) students. Special day classes shall not span more than three grade levels. At K-8 schools, grades 6-8 SDC classes shall be separate from elementary SDC classes. For the purpose of this article, TK/K is considered one grade level.

The District will make every effort to adhere to the three-grade level grade span but may assign up to two students outside the grade span. Teachers who are assigned students outside of the three-grade level span shall receive a \$3,000 stipend. If there is a need to place more than two students outside of the grade span, the teacher may sign a voluntary waiver increasing the number of students outside the district grade span. (Appendix 4j *-form needs to be created*). Under no circumstances shall the district-assigned grade span exceed four grade levels. The instructional aide allocation for special day classes shall be based on class enrollment as follows:

5.4.3.1 Up to 15 students: 1 full-time equivalent (F.T.E.) paraeducator is either one (1) six-hour or two three (3) hour positions. An F.T.E. paraeducator is employed for six (6) hours.

SDC Alternative Program (Emotional Disability) Pre/TK-2 and 3-5 classes, the student to staff ratio shall be no less than 3:1 (inclusive of all staff assigned to this classroom).

5.4.3.2 At 16 students: 1.5 F.T.E. aides. 1 full-time equivalent (F.T.E.) paraeducator is either one (1) six hour or two three (3) hour positions. An F.T.E. paraeducator is employed for six (6) hours.

5.4.3.3 When the maximum caseload in a Pre/TK/K-5 Special Day Class is exceeded, the unit members shall be compensated at \$40 per day per student according to Article 5.4.3. Under no circumstance shall the overage exceed more than 2 students, unless mutually agreed upon by the affected unit member and the union followed by the completion of the class size waiver. Payment for any overages shall be retroactive to the first day the student enrolled in the class. When the caseload is at the maximum limit, a meeting shall be held with the effected members and site administrator to collaboratively determine a plan of action for future enrollment.

5.4.3.4 Elementary Special Day Class teachers shall receive a total of seven release days (August-May), not to exceed two days in one month, for the purpose of conducting student assessments and IEPs on campus. The release day shall be taken on a Tuesday, Wednesday, or Thursday unless mutually agreed upon by the teacher and site administration.

5.4.4 Secondary Special Day Caseloads and Classes (Applies to 6-12 Special Education Only) & Adult Transition Program (ATP)

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The secondary caseloads for special day teachers of mild/moderate students shall not exceed twenty-two (22) students. The secondary caseloads for special day teachers of moderate/severe students shall not exceed fifteen (15) students.

ATP caseloads for teachers of moderate students shall not exceed twenty-two (22) students. ATP caseloads for teachers of moderate/severe students shall not exceed fifteen (15) students.

Equitable distribution of caseloads will be considered.

5.4.4.1 When the maximum caseload in a Secondary Special Day Class or ATP is exceeded, the unit members shall be compensated at \$40 per day per student according to Article 5.4.4. Payment for any overages shall be retroactive to the first day the student enrolled in the class. When a caseload is at the maximum limit, a meeting shall be held with the effected members and site administrator to collaboratively determine a plan of action for future enrollment.

5.4.4.2 The maximum class size of Secondary Mild/Moderate Special Day Class (per teacher) will be an average of twenty-four (24) students and a maximum of twenty-six (26) students in core academic courses. A teacher teaching five core academic sections (Math, English, Science, and History) would have no more than 120 students; however, one section could have 22 students, and another section could have 26 students. Fifteen (15) working days from the first day of school shall be granted to make adjustments if the maximum is exceeded. Overages that occur after the fifteenth (15th) day of the school year shall be granted five (5) days to make adjustments.

SDC Alternative Program (Emotional Disability) The student to staff ratio shall be no less than 3:1 (inclusive of all staff assigned to this classroom).

If the SDC or ATP program or title changes, the parties shall meet to bargain impact, class size, and caseload.

5.4.4.3 If the maximum class size average (per Article 5.4.4.2) is exceeded (for example averages that exceed 120 students), the District shall make adjustments or compensate the unit member as follows: \$10 for the 121st student over the average per day and an additional \$25 for the 122nd student over the average per day. Payment for any overages shall be retroactive to the first day the student enrolled in the class. In the event a unit member's class roster ranges from 123-130 the unit member shall receive a 1/6th assignment in lieu of the per student compensation effective upon enrollment of the 123rd student. Class size maximums shall not exceed 26:1. When the class size average is exceeded (per Article 5.4.4.2), a meeting shall be held with the member and site administrator.

5.4.4.4 At a minimum, there shall be one full-time equivalent (FTE) instructional paraeducator in each special day class. This excludes one on one paraeducators assigned to a specific student.

SDC Alternative Program (Emotional Disability) The student to staff ratio shall be no less than 3:1 (inclusive of all staff assigned to this classroom).

5.4.5 Adapted Physical Education (APE)

APE caseload shall not exceed 65:1. If the APE caseload is exceeded, each (APE) teacher who provides services to students above the authorized caseload at District request shall be compensated at \$40.00 twice a month for a total of \$80.00. Students served shall be verified through the use of timesheets outlining services provided and to whom (student name).

5.6 Special Programs: Staffing Formulas

5.6.1 Personnel in assignments other than teaching will be as follows:

5.6.1.4 The pupil/psychologist ratio is established at **975:1**. If the pupil/psychologist ratio reaches **975:1** plus **162** students, a one-sixth assignment at the psychologist's per diem shall be paid. If there is more than one psychologist at a site, the one-sixth assignment shall be split among the psychologists at that site. The number of one-sixth assignments

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will be increased by an additional one-sixth assignment for every increase of **162** students above the ratio. For each day that the ratio exceeds the overage criteria as described in this article, a sixth-period assignment or assignments shall be paid. The District shall meet with the psychologist(s) and LETA and site administrators at new sites to work together to determine the enrollment of the school.

Article 6 – Assignments and Transfers

6.2 Vacancy and Opening Announcement

6.2.1 Announcements of all vacancies shall be provided to all bargaining unit members electronically (via email) and posted on the Lake Elsinore Unified School District Website at least three (3) workdays (weekdays in the summer) prior to the application deadline. Transfer request forms shall be included in all announcements. Transfer requests for a specific vacancy shall be received in Personnel Support Services within the appropriate application period (Appendix 4g).

6.3 Voluntary Transfer

6.3.3.4.2 After March 1st of the school year, prior to the school year in which a voluntary transfer would become effective, notwithstanding article 6.3.1 through 6.3.3.3 above, selection of a unit member shall be based solely on the principals' interview; along with, the candidates' credentials, authorizations, (effective July 1, 2007) Highly Qualified status, major/minor academic field of study, candidate's evaluations, and the best educational interest of the District. For example, seniority as applied in Articles 6.3.3.1 through 6.3.3.3 above and priority pooling as applied in Article 6.3.3.3 above shall not be a consideration for selection.

Article 7- Leaves

7.7 Any bargaining unit member who uses zero (0) sick days for any reason or purpose during a school year will receive a one-time check at the end of the school year for \$500.00. Any member who misses one (1) day will receive \$350.00, and if two (2) days are missed \$200.00 will be paid. Any bargaining unit member who misses three (3) or more days will receive no payment. The Sick Leave Incentive shall be prorated to reflect the contract percentage for each employee that works less than a 1.0 contract.

7.9 Personal Necessity Leave

7.9.1 A unit member may use a maximum of ten (10) days per year of accumulated sick leave for purposes of personal necessity leave.

7.9.1.1 Personal Necessity Leave Requirements:

- Personal Necessity Leave - shall not exceed ten (10) days of leave per fiscal year regardless of the amount of accumulated sick leave available).
- Personal Necessity Leave shall be prorated to reflect the contract percentage for each employee that works less than a 1.0 contract.
- Personal Necessity Leave does not require any explanation as to how it will be used.
- The unit member shall provide the district (when feasible) twenty-four (24) hours advance notice to use Personal Necessity Leave.
- Personal Necessity Leave does not require a supervisor's approval.
- Personal Necessity Leave does require the employee to report the leave in the certificated substitute management system.
- The Personal Necessity Leave form is required and needs to be submitted to the site/department secretary for attendance reconciliation (Appendix 6a).

Article 8- Grievance Procedures

8.7 Other Provisions

8.7.7 The timeline shall commence on the first business day following the date of submission if submission occurs during regular business hours (7:30 a.m. to 4:30 p.m.). If submission occurs following regular business hours, the timeline shall be considered submitted on the following day. For example, if a grievance is filed on Monday at 6 p.m., then it was received during business hours on Tuesday. Wednesday is considered day one (1) of the five (5) day timeline. If the grievance was filed at

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2 p.m. on Monday, Tuesday is considered day one (1) of the five (5) day timeline. The date of submission and day one (1) of the five (5) day timeline shall never be the same day.

Article 18- Association Rights

(Previous 18.15 Association Security/Service Fee has been deleted from the CBA as it is no longer applicable)

18.15 The District and Association agree that the Association President shall receive full release days (185) from his/her assignment plus an additional eleven (11) days to be available during times outside of the regular school year, i.e. Intersession, Summer School, etc. for a one-hundred- and ninety-six (196) day work year. The Association shall pay forty (40%) of the actual cost of the President's (196 day) base salary. The District shall pay sixty (60%) percent of the actual cost of the President's (196 day) base salary and all benefits. It is understood that the Association president shall have access to all District sites.

18.15.1 The Association president shall have the right to return to the site and work year calendar that they were assigned previously assigned. There will be no loss of seniority, salary, or benefits.

Article 25- Effect and Term of Agreement

25.1 This agreement shall expire on June 30, 2026. Negotiations may be reopened July 1, 2026. Each bargaining unit may sunshine two articles in addition to Article 10. Salary and Article 11. Health and Welfare. The Association and District may mutually agree to open additional related articles. Said articles would not be counted as one of the two possible openers.

This agreement shall continue on a day-to-day basis until a successor agreement is ratified or impasse proceedings are completed and certified by the Public Employment Relations Board.

FOR THE ASSOCIATION:

Olubunmi Adeleke 5-2-25
Janet Timm 5-2-25
Christy Hetland 5/2/25
Valinda Nabonne 5-2-25
Jamie Webber 5/2/25
Dence Selman 5/2/25
May 20, 2025

FOR THE DISTRICT:

Tracy Sepulveda 5/2/25
Julie Edmonds 5-2-25
Sarah Arredondo 5-2-25
Robert Recatto 5-2-25
Josh Hill 5-2-25
Matt Cash 5-2-25
Yolanda Diaz 5/2/25

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