

**TENTATIVE AGREEMENT**  
**Between**  
**LODI EDUCATION ASSOCIATION**  
**And**  
**LODI UNIFIED SCHOOL DISTRICT**  
**(August 19, 2010)**

The Lodi Unified School District (District) and the Lodi Education Association (LEA or Association) are parties to a collective bargaining agreement that expired on June 30, 2009. The District and LEA have agreed to resolve bargaining for 2009/2010, and to enter into a new two year agreement (2010/2011 and 2011/2012) as follows.

The parties agree that this Agreement must be ratified by their respective constituents. If either party fails to ratify, each party's position shall revert to their last proposal.

**RESOLUTION FOR 2009/2010**

Bargaining for 2009/2010 shall be finally resolved without any change to the collective bargaining agreement.

**A NEW TWO-YEAR AGREEMENT**  
**(2010/2011 and 2011/2012)**

**A. New Two-Year Agreement**

1. Terms of Agreement: The parties shall enter into a new two-year agreement to commence on July 1, 2010, and expire on June 30, 2012. The terms of the agreement shall be the terms of the existing agreement except for **required** conforming date changes and those changes set forth in Attachment #1.

**B. Economic Provisions**

1. Salary Schedule Reduction:
  - a. There shall be a two percent (2%) reduction applied to the salary schedule effective July 1, 2010. The two percent for 2010/2011 shall be deducted equally from the remaining paychecks for 2010/2011.
  - b. Effective July 1, 2010, there shall be an additional two point seven five percent (2.75%) reduction applied to the salary schedule. This reduction is one-time and shall expire June 30, 2011. The two point seven five percent for 2010/2011 shall be deducted equally from the remaining

paychecks for 2010/2011 and be subject to possible restoration pursuant to paragraph B. 4. below.

2. Unpaid Furlough Days: There shall be seven and one-half (7.5) unpaid furlough days during each year of the new agreement (2010/2011 and 2011/2012).
  - a. The placement of these days shall be established by mutual consent of the District and LEA within one week of ratification.
  - b. In 2010/2011, the 7.5 days shall be:
    - ! One point five (1.5) non-student days.
    - ! Five (5) student instructional days.
    - ! Three (3) CPT "walk-off" days.
  - c. In 2011/2012, the 7.5 days shall be:
    - ! Two point five (2.5) non-student days.
    - ! Five (5) student instructional days.
  - d. The annual compensation of each unit member shall be reduced by an amount equal to seven and one-half (7.5) days of pay at the rate of 0.55% per day.
    - ! This reduction in compensation shall be effected by deductions from the unit member's remaining paychecks in 2010/2011 and deducted equally from unit member's paychecks for 2011/2012.
  - e. If the State reinstates the requirement that staff development days be funded, the number of staff development days/hours offered for compensation shall be proportionately restored based upon the amount of funding the District receives from the State to fund the program formerly known as the "Staff Development Buy-Back" or "Professional Development Block Grant Program." The amount the district received in 2007/08 shall be the base line year.
3. Salary Schedule Step Increments: Step increments for LEA unit members shall be delayed as follows:
  - ! For the 2011/2012 school year, there shall be no step move on July 1, 2011. Unit members shall move a step on June 30, 2012.
  - ! For the 2012/2013 school year, there shall be no step move on July 1, 2012. Unit members shall move a step on June 30, 2013.

! For the 2013/2014 school year, unit members shall make another step move on July 1, 2013.

4. Federal Funds:

- a. Federal money that is received by the District pursuant to "Keep Our Educators Working Act," if received in 2010/2011 shall be subject to the fair share distribution formula (\$x 90% x63%).
- b. LEA's share, provided its use is consistent with any restrictions placed on the use of the money, shall be utilized to repay unit members for the one-time salary reduction in 2010/2011. Repayment shall occur within forty-five (45) days of receipt.

For any dollars remaining from LEA's share, above that necessary to restore the one-time salary reduction, LEA shall advise the district of the manner in which it wishes to utilize any remaining dollars. Provided such use is permitted by law and does not have a disparate impact on the District, the District, in a timely manner, shall implement restoration as requested by LEA. To the extent required, the District and LEA shall meet to negotiate language to implement this intent.

5. STRS Reporting:

These reductions shall be effected in a manner that shall not affect the unit member's eligibility to receive a full year of service credit in 2010/2011 and 2011/2012.

The district shall report 2010/11 and 2011/12 to STRS as full work years.

**CHANGES TO EXISTING AGREEMENT**

1. Department Chairs: The following concepts (text), to be utilized and applied to all comprehensive high schools, shall be inserted in the contract at the appropriate places.

- a. The stipend for Social Studies, English, Math and Science shall be Four Thousand Dollars (\$4,000.00).
- b. The stipend for all other departments, with at least ten (10) sections and less than thirty-one (31) sections, shall be Two Thousand Dollars (\$2,000).
- c. The stipend for all other departments, with thirty-one (31) or more sections, shall be Three Thousand Dollars (\$3,000.00).
- d. Each Department Chair shall be entitled to utilize up to three (3) release days. If not utilized, the Department Chair will be compensated for such days at the short-term sub rate for each day not utilized.
- e. There shall not be more than six required Department Chair meetings during the course of a school year. (Article IX.I.2.)
- f. The provisions set forth in 1.e. above shall be for a trial period of one year. At the end of the 2010/2011 school year, the parties shall meet to evaluate this change and renegotiate any possible modifications.

2. Article X – Transfers and Assignments shall be modified as set forth in Attachment 3.

3. Strike Article XI - Reading Recovery.

4. Article XXVIII. Term and Reopener Provision

Paragraph B shall be replaced with:

- The District's current reported, funded Base Revenue Limit (BRL) for 2009/2010 is \$4,938.75.
- There shall be no reopeners during the term of this agreement except if the funded BRL (as defined above) for either 2010/2011 or 2011/2012 is either increased (or decreased) by more than one percent, either party may reopen on salaries or benefits as follows:

In the case of an increase, LEA may reopen to negotiate the potential enhancement of salaries and benefits.

In the case of a decrease, the district may reopen to negotiate the potential decrease of salaries and benefits.

- The parties acknowledge that any increase or decrease to state funding that has the same effect on the BRL (e.g. restoration of the approximately \$250.00 one-time cut), shall also trigger the reopener provision set forth above.

**NON-CONTRACT ITEMS**

1. For so long as Class C, Step 1, on the salary schedule is below the dollar amount that existed on June 30, 2010 (\$42,933), the following temporary modifications to the existing contract shall apply:

a. There shall be five (5) CPI days.

b. Personal Necessity Leave Days

Increase usage pursuant to Section 5.L.1.g. from one (1) day to two (2) days.

c. Mandatory General Faculty Meetings

It is intended that faculty meetings be limited to one hour and in no case should exceed one and one-half hours. There should be no more than three meeting per month, and these meetings shall not exceed a total of ~~three hours~~ one hundred fifty (150) minutes per month.

d. Article IX.I.3 – Other Site Activities/Duties

Activities outside the workday, including those referenced above, should be limited to no more than ~~two hours weekly~~ twelve (12) hours per quarter of required work time beyond the work day, with the exception of Back-to-School nights, open houses, and non-classroom supervisory assignments.

2. Withdraw Unfair Practice Charge No. SA-CE-2522-E.

3. Staffing Ratios

a. For the 2010/2011 school year, the District shall attempt to staff at the ratios set forth below.

! K-3 28:1

! 4-6 31:1


! 7-12 34:1

b. At a minimum, this shall mean that the District will employ at least forty (40) more teachers than were included in the adopted budget for 2010/2011.  
(1,275.36)

4. Article III.Q.1 – Head Teacher Stipend

(1) To qualify for the stipend, the head teacher must function at a school site having ~~between four and eight~~ or more teachers, including him/herself, and the site administrators' main school office is located at another school.

5. The parties shall maintain, for 2010/2011, the existing MOU regarding use of the District's e-mail service and unit member e-mail boxes. During the 2010/2011 school year, the District and LEA will utilize an interest-based approach to draft contract language on this topic.

  
For Lodi Education Association

  
For Lodi Unified School District

  
Date

  
Date

X. TRANSFERS AND ASSIGNMENTS

A. GENERAL GUIDELINES & DEFINITIONS

1. GENERAL GUIDELINES

- a. The transfer process is not open to temporary teachers, or probationary teachers with only intern credentials or emergency permits.
- b. Teachers must have their CLAD/BCLAD (or equivalent) verification by December 1 for transfer process consideration.

2. DEFINITIONS

"Administrator going to the bargaining unit" is an administrator who has not previously been employed by the District in a bargaining unit position. The seniority of such an individual, for vacancy placement purposes, is zero.

"Administrator returning to the bargaining unit" is an administrator who has previously been employed by the District in a bargaining unit position. The seniority of such an individual, for vacancy placement purposes, is limited to that amount of the time the administrator was previously in a bargaining unit position(s).

"Assignment" refers to the yearly placement of a teacher for the succeeding school year without a change in grade level, school, or District-wide program.

"Displacement" refers to a probationary or permanent teacher being involuntarily transferred from his/her position due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.

"Homesite" is defined as one of the sites served by the itinerant teacher which he/she selects within 30 days of hire or any change of site assignment.

"Incumbent" is a newly hired, probationary teacher temporarily assigned.

"Interview Committee" refers to a committee which includes a minimum of two teacher representatives, one of whom shall be appointed by the Association.

"Itinerant Teachers" are defined as Classroom and Instrumental Music and Roving RSP and PE.

"School" consists of all sites administered by the same principal.

"Transfer" refers to any action which results in a change of schools. A transfer may be employee or employer initiated.

"Vacancy" is an unfilled unit position or a newly created unit position which the District intends to fill.

"Teachers serving in special programs outside of the classroom" (e.g. instructional coaches) Refer to Article X. C. 1. (d)

B. ASSIGNMENT

1. The site/program administrator shall work with the Personnel Office to identify known vacancies created through program changes/growth/attrition or other means.
2. The site administrator will meet with the faculty to discuss the educational program needs of the school, grade levels, and subject areas.
3. Once the educational program needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a grade level or subject area.

4. GRADE LEVEL/SUBJECT AREA SHUFFLE





When vacancies occur, teachers, including combination-class teachers but excluding job-share teachers, will meet by grade level(s) or subject area and attempt to mutually agree to their individual assignments, within a specified time frame. [See E.1.a.(1)]

## 5. SITE SHUFFLE

a. Teachers, including displaced and itinerant teachers, may request reassignment to any vacancy remaining at the site after meeting by grade level or subject area (except any non-site teacher who accepted a temporary assignment during the prior school year to a site vacancy pursuant to C. 1.a below).  
Vacancies will be made available for five working days.

b. Job-share teachers may remain in their job if the principal and Director of Personnel approve the job share for the following year and the same position exists. If there is a displacement at the grade level, job-share teachers are displaced first.

c. Itinerant teachers assigned to the site may compete for vacancies at their home site after the grade-level/subject area shuffle has occurred if they possess the appropriate credential and if a sufficient number of vacancies will occur District-wide to accommodate all displaced teachers.

d. Remaining vacancies will be reported to the personnel office for posting in the next transfer process.

## 6. CRITERIA FOR DETERMINATION

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

### Grades Preschool/K-8

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

### Grades 9-12 School

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

b. Date of Hire shall be considered if all the above factors are judged to be equal.

c. District seniority shall be considered if all the above factors are judged to be equal.

d. Final determination as to who receives the position shall be made by the Director of Personnel or his/her designee.

## C. VACANCIES

### 1. PROCESS

a. Regular teaching vacancies which occur during the school year as the result of a termination, promotion, reassignment, resignation, or increasing enrollment should be filled on a temporary basis until the end of the school year. An interview committee shall be used when appropriate. Any vacancies which occur after the final posting will be filled with temporary teachers and listed on the first posting of the following school year.

All positions which have been posted but remain unfilled will be listed on an addendum which will accompany each new posting.

For any vacancy being advertised in accordance with this provision, including those vacancies listed on the addendum, and for which no regular teachers apply, the employee temporarily assigned to such position may remain in the position on a permanent basis, and the vacancy need not be reposted.

b. A vacancy which occurs because a teacher elects voluntary displacement rather than signing to pursue CLAD or BCLAD will be posted as requiring agreement to obtain CLAD or BCLAD certification.

c. Available openings for the following school year shall be posted on the bargaining unit bulletin board at each site. The Association will receive a list of vacancies for each posting.

d. When teachers leave their regular classroom assignments to serve in special programs or curriculum assignments, a temporary teacher will be provided in the regular assignment as a backfill for one year. If the teacher is absent from the regular classroom for more than one year, he/she may compete for vacancies at their home site after the grade-level /subject area shuffle has occurred. If no vacancy exists at the home site, the teacher will apply for vacancies through the transfer process. [See "Priority of Transfers" Article X. E.]

### 2. TIME FRAME



- a. Vacancies at new school sites only will be posted in mid-January. Only permanent or priority one teachers may be interviewed initially.
- b. It is the District's intent to distribute the first posting in mid-February, with subsequent postings occurring approximately the middle of each month. The final posting will be in mid-April.
- c. Following the posting of a vacant position, the employee shall have seven (7) work days to notify the Personnel Department of their interest in the posted position by completing a transfer application form which will be available at the District office and school sites. All applications for transfers, whether faxed, mailed, or hand delivered, must be received in the Personnel Office by 4:30 p.m. on the closing date.
- d. In any school year in which the district notices LEA members of a lay off by March 15<sup>th</sup>, provided the layoff is completed by May 14<sup>th</sup>, there will be a single transfer posting during the month of May which will be open to priority one and priority two LEA members who are not laid off.

#### D. EMPLOYEE-INITIATED TRANSFERS

##### 1. GENERAL GUIDELINES

- a. The wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional needs of the District and the best interests of the students as determined by the Director of Personnel.
- b. Placement of an employee requesting a transfer shall be processed only after the Director of Personnel has consulted with the appropriate administrative staff. This shall include at least the present and the receiving supervisor.
- c. The filing of a request for transfer shall be without prejudice to the employee. It does not jeopardize the present assignment. A request may be withdrawn at any time prior to the official confirmation of the transfer.
- d. Present employees shall be given first consideration for all vacancies.
- e. Reasons for denial of employee-initiated transfer shall be given in writing within seven (7) work days, if requested by the employee involved.
- f. If one of the following changes occurs in the assignment after a teacher has accepted a position through the transfer process, the teacher has the following options:
- g. If a combination class becomes a straight grade-level class, the teacher may remain in the assignment, or if two classes are created, the teacher may choose which grade he/she wants to teach. The position chosen will not be considered an "incumbent" position.
- h. If the straight grade-level assignment becomes a combination class, the teacher may:
  - (1) Elect to remain in the assignment, and the position will not be considered an incumbent position.
  - (2) Elect to remain in the assignment and elect voluntary displacement by February 1 for the following year.
  - (3) Elect placement in an incumbent position after the close of the transfer process and one month prior to the beginning of the assignments.
  - (4) If students have begun instruction with a teacher, the teacher will remain in the assignment even though a change has occurred.
- i. If the same position vacated by a teacher reopens by the last day of student attendance on the modified traditional calendar, the teacher may choose to return to that position.
- j. A listing of all positions filled after the beginning of the school year or otherwise not advertised to all unit members because of time constraints shall be made available to the Association upon request.
- k. Once an employee has obtained a position through the transfer process, the employee may not apply for other positions which become available that school year.
- l. Employee-initiated transfers shall not usually be made after the beginning of any school year.

##### 2. CRITERIA FOR DETERMINATION

- a. If more than one person has applied for the same position, the determination as to who receives the position shall be made by the Director of Personnel in consultation with the supervising administrator using the following criteria as a basis for making the selection:
  - Educational training related to the position.
  - Experience in teaching specified subject matter.
  - Evaluation and/or recommendations.
  - Interview.

Co-curricular or extra-curricular assignments shall not be the overriding criteria for selection.

Date of hire



shall be considered if all other factors are judged to be equal.

#### E. PRIORITY OF TRANSFERS (in the following order):

##### 1. Priority One

a. District-initiated transfers and displaced teachers with displaced teachers to be considered in the following order:

(1) On-site displaced teachers to a vacancy existing on site after process described in B.4 occurs.

(2) Other displaced teacher to a vacancy existing at another site.

b. Teachers returning to full-time teaching from job-sharing assignments (after one-year only).

c. Teachers with ten or more years of service at the same site requesting transfer to another site or grade level.

##### 2. Priority Two

a. Permanent teachers and all probationary teachers, excluding those who became probationary after the beginning of the current school year (incumbents) and those probationary teachers with intern credentials or emergency permits.

b. Administrators returning to the bargaining unit. [See "DEFINITIONS" Article X. A]

##### 3. Priority Three

a. Incumbent teachers

b. Administrators going to the bargaining unit with no prior District teaching experience.

Note: Only Priority One teachers and permanent teachers may interview for vacancies included in the first posting, unless probationary and/or incumbent teachers are the only applicants for the vacancy. On the second posting, if still not placed, displaced teachers must interview for a minimum of three positions (or the number of positions which are available, if less). Prior to April 15, displaced teachers will be placed in one of the positions for which they were interviewed. Whenever possible, not more than one displaced teacher will be placed at each site.

#### F. DISTRICT-INITIATED TRANSFERS

1. Transfers initiated by the administration shall be completed only after the Director of Personnel has consulted with the affected employee.

2. The District-initiated transfer shall take place only after a meeting between the teacher and the principal.

3. The request of the administrator to transfer an employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school, District or the best interests of the students and shall not be punitive.

4. Notice of a District-initiated transfer usually shall be communicated to the employee in writing at least six (6) weeks prior to the beginning of the employee's new assignment. In cases where at least six (6) weeks' advance notification of District-initiated transfer is not possible, the employee shall be granted three (3) days release time to prepare for the new position.

5. Up to one day release time under normal circumstances may be allowed for change in teaching station at the same site during the course of the school year.

6. When a choice of positions is possible, the employee may indicate an order of preference. If two (2) or more employees to be transferred request the same assignment, the one best qualified, in the judgment of the Director of Personnel in consultation with the appropriate administrative staff, shall be recommended. If the qualifications of those involved are judged to be equal, District seniority shall be considered.

7. A District-initiated transfer of a teacher shall not affect placement on the basic salary schedule.

8. District-initiated transfers shall not usually be made after the beginning of any school year.

9. Reasons for District-initiated transfers shall be given in writing within seven (7) working days if requested by the employee involved.

10. The District has the option to initiate a transfer for any teacher who agreed to pursue CLAD or BCLAD and failed to fulfill the agreement.

#### G. DISPLACEMENT

1. The site administrator/program manager will meet with the faculty to discuss the educational program needs of the school/program, grade levels, and subject areas.

2. Once the educational needs of the school/program have been identified, the following process will be utilized:



- a. At any site where teachers are to be displaced, teachers, including combination class teachers but excluding job-share teachers, will meet by grade level(s), department, or program and attempt to mutually agree on who is to be displaced.
- b. In other instructional programs where teachers are to be displaced, teachers will meet within their respective programs and attempt to mutually agree on who is to be displaced (e.g., elementary music, P.E. Specialists and Science Specialists.).
- c. When combination classes are created by collapsing two classes, the least senior teacher at those grade levels affected by the change shall be displaced.
- d. When combination classes are eliminated, the combination class teachers will meet with both grade levels taught to attempt to mutually agree on who is to be displaced.

Note: Whenever possible, teachers will not be required to teach a combination class two consecutive years. If no appropriate vacancy is available at the site, the combination class teacher may choose voluntary displacement. The combination class teacher who elects voluntary displacement under this paragraph may only use displacement status to choose a straight grade-level assignment.

3. Teachers who are notified of displacement after the last posting in the transfer process may (a) elect to remain in the new position in which the teacher is placed, or (b) elect voluntary displacement for the following year by February 1.
4. If there is a displacement at a grade level, job-share teachers shall be displaced first if they choose to remain in a job share. They may apply for a job-share position for any job remaining at the site after all site-level shuffles have occurred. The new job share must be approved by the site principal and the Director of Personnel.

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/K-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

- b. Date of Hire shall be considered if all the above factors are judged to be equal.
- c. District seniority shall be considered if all the above factors are judged to be equal.

6. When a teacher is displaced after the posting process has begun, the teacher will be personally contacted by phone message and in writing by the Personnel Office and informed of positions which are still open.