

TENTATIVE AGREEMENT
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI EDUCATION ASSOCIATION

The Lodi Unified School District ("District") and the Lodi Education Association ("LEA" or "Association") have reached this Tentative Agreement to resolve bargaining obligations through June 30, 2015. The terms of the new CBA shall be the terms of the CBA that will expire on June 30, 2015 plus the following agreed-upon revisions.

I. CONTRACT MODIFICATIONS
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A. **Article III: Salary and Other Compensation**

The Parties agree to modify Article III sections B, J, K, L, and O as set forth below. All other language in Section III shall remain status quo.

B. ADVANCED DEGREES

1. An additional \$1,000 shall be added for those teachers holding the M.A., M.F.A., M.S., and the M.Ed.

J. PRESCHOOL SALARY SCHEDULE
(See Addendum 2)

2. Components of the Salary Program

- a. Teachers shall be appropriately credentialed.
- b. Teachers shall be placed on the salary schedule in accordance with prior comparable experience (up to a maximum of four (4) years experience) and academic preparation (semester units).
- c. Teachers shall qualify for one (1) step advancement on the salary schedule on July 1 for each year in which they have served at least seventy-five (75) percent of the number of teaching days required by their assignment.
- d. Full-time employees work eight (8) hours per day, five (5) days per week.
 - i. Employees working less than six (6) hours per day shall receive salary and benefits pro-rated on the basis of an eight (8) hour work-day.

- e. Employees working at least six hours per day, five (5) days per week qualify as full time for the purpose of STRS retirement service credit and for health benefits coverage.

K. EXTENDED YEAR

1. Rate of Pay

- a. Teachers who teach in extended-year special education programs will be paid a daily rate based on the previous immediate work-year.

66-2/3% x his/her regular annual salary
Required number of work days upon which
annual salary based

- c. Teachers who teach in Adult School will be paid the adjunct rate.

L. PRE K-12 SUMMER SCHOOL

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

For the 2014 Summer School

LUSD Teaching Experience	Factor	LEA Salary Schedule Cell D,10	Hourly Rate
Years one through five	0.0005669	57,943.00	32.85
Years six through ten	0.0006151	57,943.00	35.64
Years eleven through fifteen	0.0006681	57,943.00	38.71
Years sixteen or greater	0.0007186	57,943.00	41.64

O. CoCURRICULAR COMPENSATION AND POSITIONS

Compensation shall be based on an amount derived by applying the following formula to cell D,10 on the LEA Salary Schedule $\{[D,10] * .525\}$. (in 2013-2014 that amount is determined to be: $\$57,943.00 \times .525 = \$ 30,420.00$ (See Addendum 3)

B. **Article IV: Employee Benefits**

The Parties agree to modify Article IV, sections A through H as set forth below. All other language in Section III shall remain status quo.

A. The District shall provide employees with the opportunity, during the open enrollment period, to enroll in any health, dental or vision plan offered by the District.

1. The District shall pay the annual costs of medical coverage up to the health benefits CAP amount for full-time employees. The amount remaining, if any, shall apply to the cost of dental and vision coverage. A separate vision plan will not be provided for those employees choosing a Kaiser HMO plan if vision services are provided as part of the Kaiser HMO plan, though an employee covered by Kaiser may choose to purchase additional (not dual) vision coverage.

2. Prescription insurance for employee and dependents as provided in the health plan selected by the employee.

3. Delta Dental Plan coverage will be provided through California's Valued Trust.

B. The cost of medical, dental, and/or vision premiums which exceed the health benefits CAP shall be deducted on a monthly basis from the employee's pay.

C. Those members who work at least half-time but less than full-time shall receive a prorated health benefits CAP.

D. The unit member must work half-time or more to qualify for coverage.

E. Optional insurance plans at member cost and authorized payroll deductions include tax-sheltered annuities, income protections and life insurance.

F. An employee having other verifiable group-sponsored medical coverage can waive District Medical coverage.

G. INTERNAL REVENUE CODE SECTION 125 PLAN

The District shall maintain a Flexible Spending Account pursuant to IRC Section 125 for the benefit of regular probationary and permanent employees who are otherwise eligible for fringe benefits. Employees electing to participate in this 125 Plan shall be responsible for any required monthly administration fees.

H. HEALTH BENEFITS CAP

(Temporarily Suspended/See MOU Dated February 4, 2014)

1. Effective July 1, 2013, the health benefits cap for a full-time employee shall be Seven Hundred Eighty-Two Dollars (\$782.00) per month.
2. The Association may, on an annual basis, choose to pool individual health benefit CAPs to create an Association Pool from which to provide tiered health benefit CAPs for members.
 - a. The Association Pool is calculated as follows: the number of projected FTE for the ensuing school year multiplied by the full-time health benefits CAP (H.1.).
 - b. The Association may thereafter tier health benefits CAPs (e.g. employee v. full family) for so long as:
 - i. The total cost of the District's contribution does not exceed the Association Pool allotment.
 - ii. No member is assigned a health benefit CAP which triggers penalties to the District under the Affordable Care Act (ACA).
 - c. Any unused funds which remain in the Association Pool after setting tiers shall revert to the District.
 - d. This process shall be complete not later than September 30th of each year.
 - e. In the event that the parties disagree as to the application of any provision in H.2., H.1. shall apply until the matter can be resolved.

Note: All other language in Article IV shall remain status quo.

C. **Article VIII: Work Year**

The Parties agree to modify the table set forth in Article VIII as follows:

	Instructional Days	Teacher Work Days	New Teacher Work Days
Modified Traditional	180	182.5	185.5
Migrant Education	180	182.5	185.5
Middle College High	180	182.5	185.5
Serna Charter	180	185.5	188.5

The Parties agree to add section C as follows:

- C. One-half of one workday (of the 2.5 non-instructional work days) will be for teachers to prepare their room for the start of the school year. Teachers without a classroom assignment will report to their supervisors for assignment during that

one-half day. No faculty meetings, staff development, or other meetings shall be held on this half-day. This half-day shall normally be scheduled to occur prior to the first instructional day of the calendar and shall not cause a gap in the teacher's work year.

Note: All other language in Article VIII shall remain status quo.

D. **Article X: Transfers and Assignments**

1. The Parties agree to modify Section B of Article X as follows.

B. ASSIGNMENT

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 three (3) working days.

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-6

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

Grades 7-12 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.

2. The parties agree to modify section C of Article X as follows:

C. VACANCIES

2. TIME FRAME

...

- b. It is the District's intent to distribute the postings on or near the last day in January, the first or second day after the March Break, and mid-April. The final posting will only be for Special Education assignments and non-classroom/district-wide assignments.
- c. Following the posting of a vacant position, the employee shall have five (5) 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 4:30p.m. on the closing date.

Note: All other language in Article X shall remain status quo.

E **Article XXIV – Effect of Agreement**

The Parties agree to modify Article XXV as follows:

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

A. **Term**

The terms of the existing collective bargaining agreement will continue, without change, through June 30, 2015.

B. **Reopeners**

This shall fully and finally resolve all bargaining through the end of the 2013/2014 school year.

F. ECONOMIC TERMS

The Board of Education greatly values the work of the employees of the Lodi Unified School District and appreciates the sacrifice that they have made by enduring the concessions that have been in place for the past three years. Through this proposal, the District fully restores, for the 2013-2014 school year, the reductions that were agreed to by employees.

1. Restoration of Work Year

a. Five (5) Work Days

- i. By Memorandum of Understanding dated February 21, 2013, the parties agreed that the work year for unit members would increase by five (5) days on a one-time basis for the 2013/2014 school year (see Attachment A).
- ii. The Parties agree that effective July 1, 2013, this increase shall become permanent.

b. Two and One Half (2.5) Work Days

- i. Effective for the 2013/2014 school year, the Parties agree that the work year for unit members will increase by an additional two and one-half (2.5) days.
 - ii. Restoration of these two and one-half (2.5) days requires an adjustment of both pay and work year for unit members.
 - iii. Effective July 1, 2013, this increase in work year shall become permanent and be reflected in the work calendar.
 - iv. For the 2013-2014 school year only, these additional two and one-half (2.5) work days will be scheduled by school principals (or Department Supervisors) in a collaborative manner with LEA members in no less than half-day time periods. One half-day will be designated for teachers to work in their classrooms. No meetings will be scheduled during that half-day.
- c. The combined impact of 1.a and 1.b above is a full restoration, effective July 1, 2013, of the seven and one-half (7.5) furlough days previously agreed upon.

2. For the 2012/2013 School Year

For the 2012/2013 school year only, the District shall make a one-time off-schedule payment to each unit member who:

- a. Remains on the payroll as of the date of ratification of this Agreement.
- b. Payment shall be equal to two percent (2.0%) of the unit member's contract salary (employee's placement on the salary schedule) for the 2012/2013 school year. This shall be paid in one lump sum.

3. For the 2013-2014 School Year

Retroactive to July 1, 2013, the District shall reinstate the LEA salary schedule that was in effect on August 18, 2010 (prior to the reductions) fully restoring the salary schedule for all LEA members on an ongoing basis (See Attachment B).

FOR THE LODI EDUCATION
ASSOCIATION

FOR THE LODI UNIFIED SCHOOL
DISTRICT

By: 

By: 

Date: February 4, 2014

Date: February 4, 2014

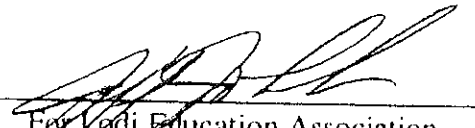
Attachment 'A'

MEMORANDUM OF UNDERSTANDING
between
Lodi Unified School District
and
Lodi Education Association

The Lodi Unified School District ("District") and the Lodi Education Association ("LEA") are parties to a collective bargaining agreement that expires on June 30, 2015.

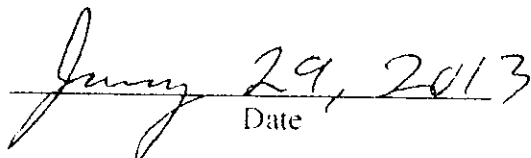
The District and LEA agree as follows:

1. This is a one-time agreement which applies to the 2013-2014 school year only.
2. LEA members will work five (5) additional teacher work days (student instructional days) which will be included in the 2013-2014 school year.
3. LEA members will be paid their per diem rate for those additional five work days for the 2013-2014 school year. This amount will be included in each LEA member's annual contract pay for the year.
4. This agreement in no way amends, alters, or eliminates any rights or privileges granted both parties in the Collective Bargaining Agreement under Article XVII: Terms and Reopeners.


For Lodi Education Association


For Lodi Unified School District


Date


Date

LODI UNIFIED SCHOOL DISTRICT

**CERTIFICATED TEACHERS SALARY SCHEDULE
2008-2009**

Step	Class A BA	Class B BA+15	Class C BA+30	Class D BA+45	Class E BA+60	Class F BA+75	Step
* 1A	37556	38145	38730	39318	39318	39318	*1A
1	40492	40896	42933	44208	45521	46872	1
2	40725	41132	44208	45521	46872	48263	2
3	40751	41158	45521	46872	48263	49698	3
4	40775	41182	46872	48263	49698	51175	4
5	40799	41207	48263	49698	51175	52695	5
6	40822	41818	49698	51175	52695	54258	6
7	41336	43828	51175	52695	54258	55871	7
8	43119	45644	52695	54258	55871	57943	8
9		47436	54258	55871	57943	59666	9
10			55871	57943	59666	61436	10
11			57943	59666	61436	63261	11
12				61436	63261	65142	12
13				63261	65142	67074	13
14				65142	67074	69066	14
15				67074	69066	71117	15
16				69066	71117	73230	16
17				71117	73230	75406	17
18				73230	75406	77645	18
19				75406	77645	79952	19
20				77645	79952	81100	20

*Teachers with only Intern Credentials

NOTES:

1. Advanced Degree: One stipend annually for highest earned degree limited to the following: MA, MS, M.Ed - \$1,000 or Ph.D., Ed.D - \$1,500.
2. ADJUNCT RATE effective July 1, 2008 is \$32.55.
3. Teachers who are currently held in a four-year increment pending completion of four units of credit must complete the order to advance to that step which reflects their contractual years of service.
4. The work year for teachers is 182 days. Teachers new to the district will work 185 days.

This schedule represents a 1% increase over the salary schedule in effect June 30, 2008.

Board approved: July 1, 2008

LODI UNIFIED SCHOOL DISTRICT

<p>CERTIFICATED TEACHERS SALARY SCHEDULE 2013-2014</p>

Step	Class A BA	Class B BA+15	Class C BA+30	Class D BA+45	Class E BA+60	Class F BA+75	Step
*1A	36,261	36,830	37,395	37,963	37,963	37,963	*1A
1	39,096	39,486	41,452	42,684	43,952	45,256	1
2	39,321	39,714	42,684	43,952	45,256	46,598	2
3	39,346	39,739	43,952	45,256	46,598	47,985	3
4	39,369	39,763	45,256	46,598	47,985	49,411	4
5	39,392	39,786	46,598	47,985	49,411	50,878	5
6	39,415	40,377	47,985	49,411	50,878	52,387	6
7	39,911	42,316	49,411	50,878	52,387	53,944	7
8	41,632	44,070	50,878	52,387	53,944	55,945	8
9		45,800	52,387	53,944	55,945	57,608	9
10			53,944	55,945	57,608	59,318	10
11			55,945	57,608	59,318	61,080	11
12				59,318	61,080	62,896	12
13				61,080	62,896	64,761	13
14				62,896	64,761	66,684	14
15				64,761	66,684	68,665	15
16				66,684	68,665	70,705	16
17				68,665	70,705	72,806	17
18				70,705	72,806	74,967	18
19				72,806	74,967	77,195	19
20				74,967	77,195	78,304	20

*Teachers with only Intern Credentials

NOTES:

- Advanced Degree: One stipend annually for highest earned degree limited to the following: MA, MS, M.Ed - \$1,000 OR Ph.D., Ed.D - \$1,500.
- Adjunct Rate: \$31.42
- Teachers who are currently held in a four-year increment pending completion of four units of credit must complete that in order to advance to that step which reflects their contractual years of service.
- The work year for teachers is 180 days. Teachers new to the district will work 183 days.
- This salary schedule has been increased for one-year only (2013-2014) as a result of the memorandum of understanding reached with Lodi Education Association (Dated: January 29, 2013) to add five days (and the commensurate pay) to the 2013-2014 school year. The salary schedule will automatically revert back to 2012-2013 levels at the end of the 2013-2014 school year.

Board approved: April 2, 2013; effective July 1, 2013.

MEMORANDUM OF UNDERSTANDING
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI EDUCATION ASSOCIATION

(Pilot Program: Health Benefits CAP)

The Lodi Unified School District ("District") and the Lodi Education Association, (LEA) are parties to collective bargaining agreement ("CBA") that expires on June 30, 2015. The parties desire to define and pilot a new program regarding the application of the Health Benefit CAP for LEA members. As a result, the parties enter into this Memorandum of Understanding.

A. Term

1. The Term of the Pilot Program shall be from date of ratification through December 31, 2016. The Pilot Program shall expire close of business on December 31, 2016.
2. Either party may terminate the Pilot Program effective January 1, 2016 by serving written notice upon the other party no later than December 31, 2015. Notice shall be deemed served when personally served or placed in the U.S. Mail, certified mail, return receipt requested, to the other party's last known address on file.
3. During the Term of the Pilot Program, Article IV, Section H. shall not be in effect.
4. If neither party exercises their right to terminate this agreement under A, 2 (above), Section B, Health Benefits CAP (below) will automatically replace Section H, Health Benefits CAP of Article IV, Employee Benefits effective on January 1, 2016

B. HEALTH BENEFITS CAP

- a. The Association may, on an annual basis, choose to pool individual health benefit CAPs to create an Association Pool from which to provide tiered health benefit CAPs for members.
 - i. The Association Pool is calculated as follows: the number of projected FTE for the ensuing school year multiplied by the full-time health benefits CAP. (The CAP in 2013-14 is \$782.00 for full-time employees per month).
 - ii. The Association may thereafter tier health benefits CAPs (e.g. employee, employee plus one, family) for so long as the total cost of the District's contribution does not exceed the Association pool allotment.
 - iii. Any unused funds which remain in the Association Pool after setting tiers shall revert to the District.
 - iv. This process shall be completed no later than September 30 of each year.
- b. No member may be assigned a health benefit CAP which triggers penalties to the District under the Affordable Care Act (ACA).

- c. In the event that the parties disagree as to the application of any provision of section H, the status quo tiered CAP shall remain in effect.
- i. Should the status quo result in triggering penalties under the Affordable Care Act, the District may adjust Tier One of the least expensive plan offered to a level which avoids such penalties.
 - ii. The adjustment will be made by calculating the total cost of the necessary adjustment and reducing the other tiered CAP amounts by a pro rata share of that dollar amount.

FOR THE LODI UNIFIED SCHOOL
DISTRICT:

By: Michael Kelly

Date: February 4, 2014

FOR THE LODI EDUCATION
ASSOCIATION:

By: [Signature]

Date: February 4, 2014