

May 22, 2015

**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, 2016. The current Collective Bargaining Agreement ("CBA") shall be extended through June 30, 2016. The terms of the CBA shall be the terms of the CBA that had been previously scheduled to expire on June 30, 2015 plus the following agreed-upon revisions.

**I.
CONTRACT MODIFICATIONS**

1. **Article III: Salary and Other Compensation**

The parties agree that all language in Article III shall remain status quo.

2. **Article IV: Employee Benefits**

The parties agree to modify Article IV as follows:

H. **Health Benefits CAP**

Per the economic terms in this agreement, (Section 5) the per person amount shall be adjusted by an amount equal to one percent of salary.

The parties agree that all other language in Article IV shall remain status quo.

3. **Article XXVII – Term and Reopener Provision**

The parties agree to modify Article XXVII 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, 2016.

B. **Reopeners**

This shall fully and finally resolve all bargaining through the end of the 15-16 school year. There shall be no reopeners during the 15-16 year.

C. This agreement does not waive any association rights granted under the EERA to consult on matters of curriculum or bargain the impacts and effects of District actions which impact terms and conditions of employment.

INITIALS:

District: 

LEA: 

4. **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	185	188
Migrant Education	180	185	188
Middle College High	180	185	188
Serna Charter	180	188	191

The parties agree to revise section C as follows:

- C. One and one-half (1.5) workdays (of the five (5.0) 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 day. No faculty meetings, staff development, or other meetings shall be held on this day. The other half-day shall be reserved for site-determined content (such as professional development, meetings, etc...)

These days shall be scheduled to occur prior to the first instructional day of the school calendar and shall not cause a gap in the teacher's work year.

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

Trial Period (2015-2016 Only)

A committee comprised of three (3.0) teachers appointed by the Association and three administrators appointed by the Superintendent (or designee) shall meet with the Superintendent (or designee) to determine the content of three (3.0) of the five non-instructional days, as well as evaluate the effectiveness of professional development provided.

Schedule of Five Non Instructional Days for 2015-2016

*July 29, 2015 Professional Development
 July 30, 2015 Professional Development
 July 31, 2015 Teacher Work Day
 November 25, 2015 Teacher Work Day
 January 4, 2016 Professional Development*

5. **ECONOMIC TERMS**

1. For the 2014/2015 School Year

A. For the 2014/2015 school year only, the District shall make a one-time off-schedule payment to each unit member who remains on the payroll as of the date of this Agreement.

INITIALS:

District: MM

LEA: JG

Payment shall be equal to three percent (3.0%) of the unit member's contract salary (employee's placement on the salary schedule) for the 2014/2015 school year. This payment shall be paid in one lump sum.

Payment shall be prorated for any member that was not in paid status during any of the work days in 2014/2015.

B. The District shall increase the salary schedule by three percent (3.0%) effective July 1, 2014, with a corresponding adjustment to the adjunct rate. This amount shall not be compounded with the amount described in Section 5. 1. A. (above)

C. Contingency Conditions

If the ending fund balance for the 2014/2015 school year as specified in the unaudited actuals (expected September 2015) is greater than the \$32,268,836.00 projected in the second interim report, the District shall make a one-time off-schedule payment to each unit member who remains on the payroll as of the date of the second interim report. The payment will be based upon the Association's share (61.44%) of the amount that exceeds the \$32,268,836.00 projected ending fund balance.

2. For the 2015-2016 School Year

A. The District shall increase the salary schedule by four percent (4.0%) effective July 1, 2015, with a corresponding adjustment to the adjunct rate.

B. The District shall increase the per person amount of the District's contribution to the Health benefit CAP by an amount equal to one percent of salary. This amount shall not be compounded with the amount described in Section 5. 2. A.(above)

C. Effective for the 2015/2016 school year, the Parties agree that the work year for unit members will increase by an additional two and one-half (2.5) days (non-student instructional days) which will be included in the 2015-2016 school year for a total of 185 teacher work days.

The addition of these two and one-half (2.5) work days requires an adjustment of both pay and work year for unit members. (Article VIII: Work Year of the CBA will be revised per item number four (4) of this agreement)

FOR THE LODI EDUCATION ASSOCIATION

By: [Signature]
Date: May 22, 2015

FOR THE LODI UNIFIED SCHOOL DISTRICT

By: [Signature]
Date: May 22, 2015

INITIALS:

District: mm

LEA: [Signature]

INITIALS:

District: _____

LEA: _____