

MEDIATOR'S PROPOSED TENTATIVE AGREEMENT
between the Lodi Unified School District
and the Lodi Education Association
June 1, 2017

The Lodi Unified School District ("District") and the Lodi Education Association ("LEA") are parties to a collective bargaining agreement ("CBA") which expires on June 30, 2015. The Parties have been bargaining for a successor agreement and reach the following Tentative Agreement.

A. CLOSURE OF THE 2016/2017 SCHOOL YEAR

The salary schedule shall be increased retroactive to July 1, 2016 by two percent (2%). Retroactive payment shall be made to any Employees who rendered service during the 2016/2017 school year. This shall fully and finally resolve all bargaining through the 2016/2017 school year.

B. A NEW THREE YEAR AGREEMENT

1. 2017/2018 to 2019/2020 School Years

A new three-year agreement shall be in effect from July 1, 2017 through June 30, 2020.

2. Salary Schedule for the 2017/2018 School Year

- a. The salary schedule shall be increased effective July 1, 2017 by one and one half percent (1.5%); and
- b. The salary schedule shall be increased by an additional one half percent (0.5%), non-compounded for a cumulative total of 2%, within thirty (30) calendar days of final approval of:
 - 1) the initial RBET committee; and
 - 2) establishment of the 2017/2018 RBET Meeting Schedule which shall include meetings sufficient to address all Critical Timelines set forth in Attachment B, Section F.
- c. The salary schedule shall be modified:
 - 1) To include a new Step 25 which shall be three percent (3%) above Step 20;
 - 2) So that the salaries for teacher interns are referenced in a footnote below the salary schedule;
 - 3) So that Steps 1 and 2 are raised to the same monetary value as step 3 in all columns.

3. Language Changes

Unless specifically modified in Attachment A, all language from the expired CBA shall remain status quo (subject to necessary renumbering).



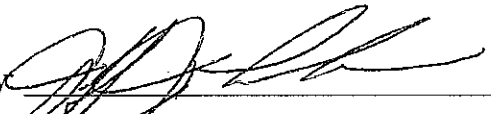
4. **Review Board for Excellence in Teaching**

The Parties agree to the Memorandum of Understanding set forth in Attachment B regarding the Review Board for Excellence in Teaching (RBET).

FOR THE LODI UNIFIED
SCHOOL DISTRICT

FOR LODI EDUCATION
ASSOCIATION

By: 

By: 

Date: June 1, 2017

Date: June 1, 2017

**CHANGES TO
COLLECTIVE BARGAINING AGREEMENT LANGUAGE**

III. SALARY AND OTHER COMPENSATION

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**F. VOCATIONAL EDUCATIONAL TEACHER PLACEMENT AND ADVANCEMENT ON
THE SALARY SCHEDULE**

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2. A Career Technical Education subject is one which meets standards defined by the California Commission on Teacher Credentialing, including: described in the California five year plan for vocational education including:

- a. ~~T & I (Trade and Industry Occupations)~~
- b. ~~Agriculture~~
- c. ~~Home Economics~~
- d. ~~Distributive Education~~
- e. ~~Health Occupations~~
- f. ~~Office Occupations~~
- g. ~~Industrial Arts~~

- a. Agriculture and Natural Resources
- b. Arts, Media, and Entertainment
- c. Building and Construction Trades
- d. Business and Finance
- e. Education, Child Development, and Family services
- f. Energy, Environment, and Utilities
- g. Engineering and Architecture
- h. Fashion and Interior Design
- i. Health Science and Medical Technology
- j. Hospitality, tourism and Recreation
- k. Information and Communication Technologies
- l. Manufacturing and Product Development
- m. Marketing, Sales, and Service
- n. Public Services
- o. Transportation

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M. Effective July 1, 2017, teachers who maintain a current National Board Certification shall receive a stipend equal to three percent (3%) of Cell D10 on the Salary Schedule.

NM. The hourly ADJUNCT DUTY RATE is included on the teachers' salary schedule. ADJUNCT DUTY RATE shall be based on an amount derived by applying the following formula to cell D,10 on the LEA Salary Schedule {[D,10] * .00056185}. (in January of 2015-2016 that amount is determined to be: \$62,918.00 X .00056185 = \$ 35.35 (See Addendum 3)

V. LEAVES AND ABSENCES

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L. PERSONAL NECESSITY LEAVE

- 1. Any days of absence for illness or injury earned pursuant to the Education Code (sick leave) may be used by the employee at his/her election in cases of personal necessity, including any of the following:
 - a. Death of a member of his/her immediate family when additional leave is required beyond that provided in the contract.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her family.
 - c. Serious illness of or operation on a member of his/her immediate family, registered domestic partner or domestic partner's child.
 - d. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - e. Fire, flood or immediate danger to the home of the employee.
 - e-f. Birth of a child (for father) or adoption.
 - f. ~~Personal business of a serious nature which the employee cannot disregard.~~
 - g. Employees may use one day of this leave for any of the following:
 - i. Wedding of a son or daughter
 - ii. ~~Birth of a child (for father)~~
 - iii-ii. Adoption
 - iv-iii. Religious observation
 - v-iv. Death of aunts/uncles/nieces/nephew.

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N. ILLNESS LEAVE

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- 5. The District may require a medical practitioner verification of illness if any employee has been on sick leave for ~~five (5)~~ four (4) or more consecutive days

VI. EVALUATION

- A. Employees covered by this Agreement shall be evaluated by an administrator designated by the Board of Education. An employee is entitled upon request to an additional evaluation to be performed by an administrator mutually agreed upon by the employee and the Assistant Superintendent, Personnel or his/her designee. The additional evaluation shall be considered by

the employee's supervisor as part of the summary evaluation process, however the supervisor shall retain the final decision regarding an employee's evaluation.

B. ...

C. FREQUENCY OF OBSERVATIONS AND SUMMARY EVALUATIONS

1. Category 1 teachers will be evaluated every other year, except as noted below.

a. In accordance with Education Code 44664, Category 1 teachers may be evaluated at least every four years for personnel with:

i. permanent status who have been employed at least 10 years with the school district, and

ii. whose previous evaluation rated the employee as satisfactory, and

iii. if the evaluator and certificated employee being evaluated agree. (The employee and the evaluator are required to sign a document verifying agreement)

b. The certificated employee or the evaluator may withdraw consent at any time, at which time the evaluation shall revert back to every other year. (The employee or the evaluator must sign a document verifying withdrawal of consent.) Withdrawal of consent must be provided at least forty-five (45) days prior to any observation/evaluation. Such notification must be in writing stating such reasons for withdrawal.

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E. OBJECTIVES

~~1. Category 1 teachers will not prepare objectives for the year, but will discuss specific lesson objectives prior to the scheduled observation.~~

~~2. Objectives for Category 1A teachers will be mutually determined by the administrator and teacher following the first observation (at the post-observation conference).~~

~~3. Objectives for Category 2 teachers will be stated as performance indicators from those areas marked as "unsatisfactory" or "needs to improve". These objectives will be cited on the Professional Improvement Plan. There shall be no more than three performance objectives for improvement.~~

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G. SUMMARY EVALUATIONS



5. Where "needs to improve" or "unsatisfactory" are marked, the evaluator shall prepare and attach a Professional Improvement Plan no later than three (3) calendar weeks after the summary evaluation conference.

VIII. WORK-YEAR

	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

- A. At the District's discretion Teachers new to the District during their first year of service ~~are~~ may be required to provide up to three (3) additional work days beyond those required for returning teachers at no additional compensation.

B. COMMON PLANNING TIME

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2. ~~All certificated staff~~ Teachers at each site shall be given the opportunity to meet collaboratively to determine the topics to be discussed during Common Planning time.
3. Teachers notify Principal about what will be worked on during common planning time one week prior to the date.
4. Within one week after the date, teachers will report to the principal on what was accomplished.
5. Teachers will use the Common Planning Time Report (Addendum 9).
6. Teachers shall remain at a District facility during Common Planning Time
7. Topics should relate to improving student learning and teacher collaboration (e.g. standards-based curriculum preparation and development, assessment analysis, promotion/retention, grade-level discussions and meetings, articulation between grade levels).
- 8.3 Common Planning Time will not be used for faculty meetings or district-wide staff development, nor shall faculty or other meetings be held after Common Planning Time.
- 9.4 The total Teacher Day minutes for the week shall not exceed those permitted in the Contract.
10. Common Planning Time shall be ninety minutes. On Common Planning Days, there will be no change to the before-school thirty (or twenty-five) minute requirement. In no case shall the contractual Teacher Day be shortened or exceeded.
- 11.5 Preparation periods ~~will~~ shall be maintained.

- 126. Schools will adjust schedules to provide mandated instructional minutes.
- 137. Sites may take away from non-instructional time (such as recess or lunch) or add to the end of the day.
- 8. ~~Adjustments will be made to after school teacher contract time so as not to lengthen the teacher day.~~

C. **Assessment Collaboration Minimum Days**

- 1. During the school year there will be four (4) Assessment Collaboration minimum days as listed below for grades K-6. The purpose of these minimum days is to engage in work around student assessments.
- 2. Teachers could:
 - a. score student assessments
 - b. transfer student assessment information
 - c. obtain student assessment data
- 3. If these tasks have been accomplished at grade-level meetings, staff meetings or during Common Planning Days, teachers could:
 - a. review student assessment data as grade level teams
 - b. share lessons/strategies/materials that were successful in assisting students to master the standards
 - c. set goals for the next quarter
- 4. There will be no faculty, department, or district meetings.
- 5. Dates to be determined by Assistant Superintendent of Elementary Education.

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IX. **WORK DAYS**

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	Modified 180 Days + 2-5		
	IT	TCT	TD
K	290	200	380
1 - 3	285	271	420
4 - 6	305	273	430
7 - 8	340	270	435
9 - 12	364	278	435

F.

8. Any **specialty-funded** projects/programs where the **funding source program** determines the length of the day. Example: ROP, ROC, Children's Center, VEA (special parts), Adult Education.

X. TRANSFERS AND ASSIGNMENTS

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- b. It is the District's intent to distribute the postings on or near the last day in January 15th, February 15th ~~the first or second day after the March Break~~, and mid-April. The final posting will only be for Special Education assignments and nonclassroom/district-wide assignments. (*Revised June 2017 February 2014*)

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

...
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). Immediately after the second posting, Prior to April 15, displaced teachers will be placed in one of the positions for which they were interviewed, in so far as possible. Whenever possible, not more than one displaced teacher will be placed at each site.~~

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G. DISPLACEMENT

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2. ...

- e. If a special education RSP class which is shared between multiple sites becomes an RSP class at one of those specific sites, the teacher may elect to remain in the assignment.
- f. If two RSP classes are created (one each at former sites), the teacher may choose which RSP class he/she wants to teach. If only one of the new RSP classes is at one of the former sites, the teacher may elect to remain in that RSP assignment. Through this process, no teacher shall be allowed to effectively "transfer" to a new site by circumventing the site selection process.

XXVII. TERM AND REOPENER PROVISION (*Revised May 2016 2015*)

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, with the changes set forth in this Tentative Agreement ~~without change~~, through June 30, 20162020.

B. Reopeners

1. This shall fully and finally resolve all bargaining through the end of the ~~15-16~~ 2017/2018 school year. There shall be no reopeners during the ~~15-16-2017/2018~~ school year.
 2. Reopeners for 2018/2019 and 2019/2020 shall include salary, benefits, and two (2) additional articles per party.
- 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.~~

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COMMON PLANNING TIME REPORT

Grade Level(s): _____ Date: _____

Participants: _____

Method of Collaboration:

(Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Analyze/Compare Data | <input type="checkbox"/> Instructional Strategies |
| <input type="checkbox"/> Lesson Planning | <input type="checkbox"/> Differentiated Instruction Strategies |
| <input type="checkbox"/> Lesson/ Unit Reflection & Evaluation | <input type="checkbox"/> Sharing and Reflecting on _____ |
| <input type="checkbox"/> Formative/Summative Assessments | <input type="checkbox"/> Test-Taking Strategies
(i.e. extended response) |
| <input type="checkbox"/> Plan/Discuss Modifications and Accommodations | <input type="checkbox"/> _____ |

Meeting Focus:

- ✓
- ✓
- ✓
- ✓
- ✓

Next Steps:

Request for resource or support from:

- | | | |
|---|---|---|
| <input type="checkbox"/> Principal | <input type="checkbox"/> Vice Principal | <input type="checkbox"/> Site Technology Lead |
| <input type="checkbox"/> Literacy Coach | <input type="checkbox"/> District ELA/ELD Coach | <input type="checkbox"/> RSP Teacher |
| <input type="checkbox"/> Counselor | <input type="checkbox"/> District Math Coach | <input type="checkbox"/> School Psychologist |
| <input type="checkbox"/> Other _____ | | |

Further notes if necessary:

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MEMORANDUM OF UNDERSTANDING
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI EDUCATION ASSOCIATION
Review Board for Excellence in Teaching

The Lodi Unified School District ("District") and the Lodi Education Association ("LEA") are Parties to a collective bargaining agreement ("CBA") which expires on June 30, 2015. The Parties agree to the following Memorandum of Understanding ("MOU").

A. REVIEW BOARD FOR EXCELLENCE IN TEACHING

The Review Board for Excellence in Teaching (RBET) shall be established as soon as possible after ratification of Agreement between the Parties, but no later than December 31, 2017. Given the importance of the RBET, implementation should not be unduly delayed. If the RBET is not established by December 31, 2017, it will be initially implemented with District designation of LEA Members. All recommendations of the RBET shall be submitted jointly to LEA and the District.

1. Composition

The RBET shall consists of sixteen (16) Members:

- a. Eight (8) administrators nominated by the Superintendent and approved by the President of LEA (hereafter "Management Member"). Of these Management Members, four (4) shall have elementary school experience and four (4) shall have secondary school experience.
- b. Eight (8) teachers nominated by LEA and approved by the Superintendent (hereafter "LEA Member"). Of these LEA Members, four (4) shall be in an elementary assignment and four (4) shall be in a secondary assignment at the time of appointment. Further, one (1) elementary Member and one (1) secondary Member shall have special education experience.

2. Qualifications

- a. To be eligible for nomination as a LEA Member, an employee must have:
 - 1) Been in permanent status with the District for at least five (5) years prior to nomination; and
 - 2) Received a Satisfactory Summary Evaluation for the previous two (2) evaluation cycles.
 - 3) Not be a current LEA Officer.
- b. To be eligible for nomination as a Management Member:
 - 1) Been in service with the District for at least five (5) years.
 - 2) Not be a current Cabinet Member.

3. Term

- a. Each Member shall serve a three (3) year term.
- b. In the initial appointment cycle, four (4) Management Members and four (4) LEA Members shall be appointed to a two (2) year term to create staggered terms.

4. Vacancies

- a. The Composition and Qualification Criteria will be used to fill all vacancies.
- b. A vacancy can occur for any of the following reasons:
 - 1) Term expiration.
 - 2) Failure to maintain Satisfactory Summary Evaluation.
 - 3) Member resignation from RBET before term expires.
 - 4) Member separation of service from the District before term expires.

5. Subcommittees

- a. The RBET shall establish two (2) subcommittees:
 - 1) *Elementary* Teacher Career Paths; and
 - 2) *Secondary* Teacher Career Paths.
- b. Each subcommittee shall consist of four (4) of the Management Members and four (4) of the LEA Members. The RBET may seek input from non-member teachers and administrators as necessary to obtain specialized knowledge.

6. Meetings

- a. The RBET shall be led by Co-Chairs which shall be annually selected by Committee Members (one LEA Member and one Management Member). Meetings shall be scheduled and agendas prepared by the Co-Chairs in consultation with the Superintendent and LEA President. The Superintendent will assign staff to support the RBET regarding meeting facilitation and clerical tasks.
- b. Meetings require attendance by a minimum of five (5) LEA Members and five (5) Management Members and shall be held during non-instructional time.
- c. The RBET and its subcommittees shall meet as often as they determine is necessary.

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- d. LEA Members shall be paid a stipend of Five Thousand Dollars (\$5,000) per school year. In anticipation of the additional work necessary to start the RBET committee, for the 2017/2018 school year only, LEA Members shall receive an additional stipend of Two Thousand Five Hundred Dollars (\$2,500). Stipends shall be prorated for partial years of service.

7. Decision Making

- a. Decisions for the RBET are made by the agreement of at least five (5) LEA Members and at least five (5) Management Members. If a decision cannot be reached, the item is referred to the Superintendent for final determination/recommendation.
- b. Decisions for RBET Subcommittees are made by the agreement of at least three (3) LEA Members and at least three (3) Management Members. If a decision cannot be reached, the item is referred to the RBET for decisions under its rules (8.a).

B. INDIVIDUALIZED PROFESSIONAL DEVELOPMENT

1. The RBET, in consultation with the Curriculum Department, will develop and recommend an Individualized Professional Development (IPD) system that is based on meeting the needs of the school sites, meeting individual teacher needs and interests, and allows for options in delivery approaches. Developed IPD shall not diminish student instructional time.
2. The District will make resources available to create a digital badge system to track completed IPD for employees. In addition to meeting basic professional development needs, the system will be used as part of the certification standards set by the RBET as they relate to Teacher Career Paths.

C. TEACHER EVALUATIONS

1. The RBET will develop and recommend a research-based Teacher Evaluation system that enables teachers to improve their practice. At a minimum, this shall include:
 - a. Formative evaluations; and
 - b. Rubrics for evaluation; and
 - c. Calibration for evaluators.
2. Management and LEA Negotiation teams will refine mutual interests in an evaluation process which may include assistance to teachers.

D. TEACHER CAREER PATHS

1. Purpose

This model is designed to provide resources by four Areas (services in the District are allocated throughout four Areas).

2. **Recommendation of Appointment to Positions**

- a. The RBET Elementary and Secondary Subcommittees are responsible for the recommendation of appointments of Master Teachers, Model Teachers and Teacher Specialists for their division. This responsibility shall include, but not be limited to:
 - 1) Creation of qualification criteria;
 - 2) Review of applications;
 - 3) Interview of applicants;
 - 4) Review of performance in relation to the tasks associated to the applicant's designation;
 - 5) Continued services.
- b. It will take time for the RBET to set standards and to recommend qualified candidates for all positions. Therefore, recommended appointments to Teacher Career Path positions will commence with Teacher Specialists followed by Master Teachers and finally by Model Teachers.

3. **Teacher Specialists**

- a. The RBET will recommend appointment criteria for Teacher Specialists in accordance with Section F. below.
- b. Teacher Specialists are highly qualified, highly trained teachers in specified areas who work to develop and deliver professional development to teachers within their Area.
- c. Teacher Specialists shall receive a stipend equal to five percent (5%) of Cell D10 on the Salary Schedule which includes three (3) additional work days per school year. These work days are to be used for planning and implementation of duties at school sites.
- d. Specialties (which are not limited to one per Area per Specialty) recommended by the RBET may include, but not be limited to:
 - 1) Students in Poverty
 - 2) EL
 - 3) Parent Engagement
 - 4) Technology
 - 5) Curriculum Content:
 - a. Special Education
 - b. Physical Education
 - c. VAPA
 - d. Science
 - e. English
 - f. ELA
 - g. Math
 - h. Social Studies
 - 6) Student Engagement

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7) Differentiated Instruction

4. Model Teachers

- a. Model Teachers are highly qualified, highly trained teachers who work with site administrators and Master Teachers to provide support for teachers on improvement plans and advise/train new teachers within their Area.
- b. The RBET will recommend the appointment criteria for Model Teachers in accordance with Section F. below.
- c. Model Teachers shall receive a stipend equal to seven percent (7%) of Cell D10 on the Salary Schedule which includes four (4) additional work days per school year. These work days are to be used for planning and implementation with school sites.
- d. The Board of Education envisions a Model Teacher stationed at most school sites.

5. Master Teachers

- a. Master Teachers are highly qualified, highly trained teachers who work with site administrators to develop and train other teachers within their Area.
- b. The RBET will recommend the appointment criteria for Master Teachers in accordance with Section F. below.
- c. Master Teachers shall receive a stipend equal to ten percent (10%) of Cell D10 on the Salary Schedule which includes six (6) additional work days per school year. These work days are to be used for planning and implementation with school sites.
- d. The Board of Education envisions a Master Teacher stationed at every site with twenty (20) or more teachers (currently this is approximately twenty-one (21) school sites).

E. GENERAL

1. The Term of this MOU shall be July 1, 2017 through June 30, 2021.
 - a. Unless either Party notifies the other in writing on or before the December 31st immediately preceding the expiration date of this MOU, the MOU shall automatically renew for an additional two (2) school years.
 - b. The Parties may mutually agree to withdraw from this MOU at any time.
2. This MOU shall not:
 - a. Supersede the transfer language of the collective bargaining agreement in effect during this MOU
 - b. Constitute a waiver or limitation of either the District's managerial rights or LEA's right to bargain.



F. RBET CRITICAL DATES

Recommendations by the RBET shall be made on the following timelines:

1. February 28, 2018: Individualized Professional Development System.
2. June 30, 2018
 - a. Evaluation System
 - b. Teacher Career Paths Program
3. January 31, 2019
 - a. Master Teacher Criteria
 - b. Model Teacher Criteria
 - c. Specialist Teacher Criteria
4. July 1, 2019: Begin Implementation of Teacher Career Paths

