

TENTATIVE AGREEMENT
from the
LODI UNIFIED SCHOOL DISTRICT
to the
LODI PUPIL PERSONNEL ASSOCIATION
Reopener Negotiations 2023-2024

The Lodi Unified School District (“District”) and the Lodi Pupil Personnel Association (“LPPA”) are parties to a collective bargaining agreement (“CBA”) which expires on June 30, 2025. The Parties enter into this Tentative Agreement for the 2023/2024 school year.

A. COMPENSATION

1. Effective July 1, 2023, in the following order:
 - a. Eliminate Column A from the revised salary schedule.
 - b. Column B shall be revised to Column B-BA
 - c. Increase the revised salary schedule by five percent (5%) on-going.
 - d. Add a notation that interns shall be paid at \$46 per hour.
 - e. Conforming changes shall be made to salary schedule references in the CBA as necessary.

2. One Time Money

- a. The District has determined that funds are available for a one-time, off-schedule payment to all employee groups for the 2023/2024 school year. The total dollar amount available to LPPA is \$1,020,481.00. A one-time, off salary schedule payment will be made to each LPPA unit member employed with LUSD on the date of execution of this agreement as follows:

Years employed with LUSD	Individual Payment
2 or less	\$5,350
3 to 20	\$6,850
21 or more	\$7,850

- b. This payment will be prorated for employees who work less than full-time and/or have provided less than a full year of service.
- c. The total amount payable to eligible employees shall not exceed \$1,020,481.00. Should the amounts in 2.a above exceed or be lower than the allocated one-time dollars, the Parties shall meet to discuss modified individual payments.

3. Me Too

- a. During the Term of this Agreement, if the District enters into an agreement with another PERB-recognized bargaining unit or unrepresented employees (consisting of management, confidential or Mental Health Therapists treated as one group) that provides a greater percentage of total compensation (salary and benefits) increase:
 - i. Subsequent to the date of signing this Agreement; and

- ii. for a year or year (s) covered by this Agreement; and
 - iii. which is uniformly applied to the group; and
 - iv. which is neither: a) a reallocation of money already set forth in that Group or Unit's Contract; nor b) based upon a unique service provided by the Unit or Group in exchange for the money; nor c) an increase to a specified classification for the purposes of recruitment.
- b. The District and LPPA shall meet to negotiate how the additional compensation increase shall be granted to LPPA.
 - c. The parties acknowledge that one-time money was allotted to groups on percentage basis and the following allocations do not trigger the "Me Too" provision:
 - LEA \$9,445,346
 - CSEA \$3,858,645
 - Management \$1,097,520
 - LUSG \$ 226,424
 - Confidential \$ 73,902
 - d. If the "Me Too" is triggered based upon a multi-year deal, the Parties understand that the negotiated outcome with LPPA must span the same number of years.

B. BENEFITS

Benefits will remain status quo.

C. CONTRACT LANGUAGE

- 1. SALARY – Article XV – see Attachment A.
- 2. TRANSFERS AND ASSIGNMENTS – Article X – see Attachment B for a Pilot Program for the 2024/2025 school year.
- 3. EARLY RETIREMENT – Article XVII, Section G. and Section H. – see Attachment C.

D. RESOLUTION OF BARGAINING

This shall fully and finally resolve all bargaining through the 2023/2024 school year.

FOR THE LODI UNIFIED SCHOOL DISTRICT

By:

 2/15/24
Dr. Allen Dosty
Assistant Superintendent of Personnel

FOR THE LODI PUPIL PERSONNEL ASSOCIATION

By:

 2/15/24
Bobbie Ables-Smith
Negotiations Lead

ARTICLE XV – SALARY

Effective July 1, 2023, Article 15, Section B. shall be modified as set forth below. This shall have no retroactive impact beyond July 1, 2023.

1. The salary schedule shall remain in effect until revised.
2. Advanced Degree:
 - a. An employee shall receive one stipend annually for the highest earned degree limited to the following:
 - i. Master’s Degree: M.A, M.S, M.Ed., MSW, Ed.S.
 - ii. Doctoral Degree: Ph.D., Ed.D., PSY.D
 - b. The amount of the advanced degree stipend shall be the amount equal to:
 - i. two-and-eight-tenths percent (2.8%) of step 1 on the LPPA Salary Schedule 4 (School Psychologist) for employees with a Master’s degree
 - ii. three-and-four-tenths percent (3.4%) of step 1 on the LPPA Salary Schedule 4 (School Psychologist) for employees with a Doctoral degree
 - c. In no case shall the amount of each stipend be less than \$1,000.00 and \$1,500.00 respectively.
 - d. The unit member must work half-time or more to receive a stipend.
3. Initial Placement and Subsequent Movement on the Salary Schedule
 - a. Full years of satisfactory credentialed, certificated service in any WASC-accredited educational institutions (or corresponding regional associations) shall be allowed for ~~initial~~ placement on the salary schedule.
 - i. To qualify for a year of experience on salary schedule placement, an employee must have collectively served 75% of the number of hours and the number of workdays in each school year for which experience is requested.
 - ii. Employees who served in part time positions for less than the equivalent of 75% of the number of hours and the number of workdays in each school year shall accumulate one year of salary credit for every two

years they worked at least fifty percent (50%) of the number of hours and the number of workdays in the school year.

~~b.i.~~ Effective July 1, 2022, on initial placement, School Nurses shall be given full years' experience credit for previous full-time (e.g., 5-8's, 4-10's or 3-12's etc.) nursing experience as a registered ~~nurse~~ nurse. Such experience must be full-time for twelve (12) consecutive calendar months.

~~c.ii.~~ Effective July 1, 2022, on initial placement, Speech-Language Pathologists shall be given full years' experience credit for previous fulltime (e.g., 5-8's, 4-10's or 3-12's etc.) experience as licensed speech-language pathologists in other than a public school. Such experience must be full-time over twelve (12) consecutive calendar months.

~~ed.~~ For initial placement, service can be cumulative from more than one school educational institution, agency or employer.

4. Employees shall receive credit for all past teaching, administrative, or Pupil Personnel service, with the limitations as ~~specified~~ inspecified above.

5. Military credit shall be allowed when an employee is called to active duty from the District, as required by the Education and Military Codes.

~~6.~~ To qualify for a year of experience on salary schedule placement, an employee must have served 75% of the number of hours and the number of workdays in each school year for which experience is requested. Employees who in part-time positions for less than the equivalent of 75% of the number of hours and the number of work days in each regular school year shall accumulate one year of salary credit for every two years they work at less fifty percent (50%) of the number of hours and the number of work days in the regular school year.

~~76.~~ October 15 shall be the deadline for submitting official verification of professional growth credit.

~~87.~~ Formal Education Credit

All units or degree programs which are to apply toward salary advancement shall meet the following requirements:

~~a.~~ All units offered by institutions accredited through WASC or corresponding regional associations shall be upper division or graduate level and must apply toward the acquisition of advanced degrees or required/new credentials. Exceptions to this must be reviewed and approved by the LPPA Executive Board. Generally, all units taken should enhance the employee's service to the District.

~~b.~~ Requests for approval must be submitted to the Director of Personnel on Form A at least ten (10) workdays prior to the first class meeting. Documentation of qualifying approved continuing education courses shall be provided with Form A. Final approval must be obtained for units or

programs counted towards professional growth and salary advancement. (Form A available from Personnel).

- ~~bc.~~ Courses accredited Continuing Education (CEs) contact hours approved by the Board of Registered Nurses or the American Nurses Credentialing Center (ANCC) that are eligible for Continuing Education Unit (CEU's) purposes shall count towards advancement on the salary schedule based upon one (1) CEU being the equivalent of ~~ten one (10) contact hour clock hours or two-thirds (2/3) of a semester unit. 15 CEs is the equivalent of one (1) semester unit.~~

A maximum of three hundred (300) clock hours will be allowed during any two school years. A maximum of four (4) clock hours will be allowed during any nurse's contract ~~work dayworkday~~. A maximum of eight (8) clock hours will be allowed during any nurse's non-contract/~~work dayworkday~~.

- ~~e.~~ Requests for approval must be submitted to the Director of Personnel on Form A at least ten (10) work days prior to the first class meeting. Final approval must be obtained for units or programs counted towards professional growth and salary advancement. (Form A available from Personnel).

- d. Continuing Education (CE) professional development hours approved by the Speech-Language Pathology and Audiology Board or the American Speech Language Hearing Association shall count toward advancement on the salary schedule based upon 15 professional development hours being the equivalent of one (1) semester unit, or one (1) CEU being the equivalent ~~of ten (10) one (1) clock hour. 15 CEs is the equivalent of one (1) semester unit. s or two-thirds (2/3) of a semester unit.~~

98. Mileage

LPPA employees who are required to be at more than one location per day shall be reimbursed for mileage between locations at a rate adopted by the Board.

109. Additional National and State Certification

- a. School Psychologist subgroup employees shall receive one annual stipend equal to eight percent (8.0%) of step one of the LPPA Salary Schedule 4 (School Psychologist) for the any one of the following additional national or state certifications which require on-going professional development:
- i. Nationally Certified School Psychologist (NCSP)
 - ii. Licensed Educational Psychologist (LEP)
 - iii. Board Certified Behavior Analyst (BCBA)
- b. Speech Language Pathologist subgroup employees shall receive one annual stipend equal to two-and-one-half-percent (2.5%) of step one of the LPPA Salary Schedule 4 (School Psychologist) for the any one of the following

additional national or state certifications which require on-going professional development:

- i. Certificate of Clinical Competence-Speech Language Pathologist (CCC-SLP)
 - ii. Speech Pathologist License
- c. School Nurse subgroup employees shall receive one annual stipend equal to two-and-one-half-percent (2.5%) of step one of the LPPA Salary Schedule 4 (School Psychologist) for the any one of the following additional national or state certifications which require on-going professional development:
- i. Registered Nurse (RN)
 - ii. Public Health Nurse (PHN)
- d. ~~The additional certifications must be completed or renewed by June 30th prior to the school year in which the school psychologist will receive the stipend.~~
- e. Official verification of certificates or licenses must be provided to the LUSD Personnel department no later than October 15th to receive the stipend for that school year. In subsequent years, certificates or licenses must be provided to the LUSD Personnel department upon renewal, before the current expiration date.
- f. The unit member must work half-time or more to receive a stipend for a national or state certification. Members who work at least half-time but less than full-time shall have a prorated stipend.

The following modified Article X shall be in effect for the Spring of 2024 for 2024/2025 assignments. Except as set forth below, this Article shall remain status quo. The Parties agree to meet and discuss the efficacy of this language.

ARTICLE X – TRANSFERS AND ASSIGNMENTS

B. Process for Annual Assignment of Employees

1. The supervising administrator or designee shall annually work with the personnel office to identify known vacancies created through program changes, growth, attrition, or other means, and to identify program needs.
2. Once the program needs have been identified, the following process will be utilized for determining the assignment of an employee.

- a. The supervising administrator or designee shall provide notice of program needs to each subgroup.
- b. Unit members may make a request for reassignment to their supervisor for the coming school year within five (5) business days of receipt of program needs.

~~The supervising administrator, or designee, will meet with employees, by subgroup, to discuss program needs of the various schools, and grade levels.~~

- ~~bc.~~ The supervising administrator, or designee, will meet with employees, by subgroup, to discuss program needs and to collaboratively attempt to mutually agree to their individual assignments within a time frame specified by the supervising administrator or designee. This meeting will occur not earlier than six (6) business days after distribution of program needs.

- ~~e.~~ Employees may make a request for reassignment to their supervisor for the coming school year.

- d. Current employees within the subgroup shall be given first consideration for annual assignments. If more than one person has requested the same assignment, the following criteria shall be applied by the supervising administrator or designee before making the final recommendation for placement in the assignment to the Director of Personnel:

- (i) Educational training related to the assignment
- (ii) Experience
- (iii) Evaluation
- (iv) Years of in-District experience in that classification.

Seniority shall be considered if the above factors are judged to be equal.

- e. The supervising administrator shall be responsible for determining the final recommendation for placement in the assignment to the Director of Personnel.

ARTICLE XVII – Fringe Benefits

G. Retirement

The District is required by law to contribute annually toward the retirement benefits of each employee at rates established by the Education Code.

H. Early Retirement Health Benefits

1. Eligibility

a. To be eligible for this program the employee must:

- (1) Have completed ten (10) consecutive years of full-time service in the Lodi Unified School District without a break in service immediately prior to retirement through the State Teachers Retirement System (STRS).
- (2) Have reached the age of fifty-five (55) on or before September 1 of the first school year in which they elect to participate in such program.
- (3) Not have passed their sixty-fifth (65th) birthday at the beginning of retirement.
- (4) Employees hired on or before ratification of this Agreement shall have attained at least BA +45.
- (5) Employees hired after ratification of this Agreement shall have attained at least BA+60~~Have reached at least Class B on the salary schedule.~~
- (5) Arrange retirement to coincide with the end of a school year.
- (6) Submit the resignation form/letter to the Director of Personnel prior to January 15th of the year in which the employee will be retiring at the end of the school year.

b. For purposes of this plan only, a professional development leave or a period of unpaid medical leave shall not be considered a break in full-time service.

2. Eligibility Period

Employees who qualify for District-paid early retirement health benefits as specified above in G.1. will receive them only between the ages of fifty-five (55) and their sixty-fifth (65th) birthday. Benefits provided by the District will terminate at the end of the month in which the retiree becomes sixty-five (65).

3. Benefits

a. Health benefits provided in this plan will include only the same coverage as provided for active employees. Premiums will be paid by the District to the same extent as currently being paid for members of the LPPA Bargaining Unit. A notice will be mailed by October 1 of each year to retirees covered under the benefit program listing the current benefits.

b. In a case in which the retiree predeceases a spouse and the spouse would have otherwise been covered, the same benefits will be continued for the spouse until the time at which

the retiree would have become sixty-five (65). These benefits provided for the surviving spouse will be canceled if the spouse remarries before the normal benefit termination date.

4. **Benefits Beyond Age Sixty-Five (65) at Retiree's Expense**

Those benefits which may normally be continued beyond age sixty-five (65) when a retiree pays their own premiums will be available to the retiree under those conditions. Availability and procedures will be subject to regulations of the insurance carriers.