

TENTATIVE AGREEMENT
between the
LODI UNIFIED SCHOOL DISTRICT
and the
LODI PUPIL PERSONNEL ASSOCIATION
2019/2020 and 2020/2021

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, 2022.

A. 2019/2020 SCHOOL YEAR

Effective July 1, 2019, the salary schedule shall be increased by three and twenty-six one-hundredths percent (3.26%) on-going. This shall include all members who provided service during the 2019/2020 school year. If ratified by LPPA and approved by the Board of Education by June 15, 2021, payment will be made no later than July 30, 2021.

B. 2020/2021 SCHOOL YEAR

There shall be no increase to the salary schedule for the 2020/2021 school year.

C. Collective Bargaining Agreement (CBA) Language

1. Article XVII: Fringe Benefits shall be modified as described in *Addendum A*.
2. Article XXI: Ratio of Services shall be modified as described in *Addendum B*.
3. Addendum 3 shall be added to the LPPA Collective Bargaining Agreement as described in *Addendum C*.

D. CLOSURE

This shall fully and finally resolve all bargaining for the 2019/2020 and 2020/2021 school years.

**FOR THE LODI PUPIL PERSONNEL
ASSOCIATION**

By: N. Dalebout

Date: 6-4-2021

**FOR THE LODI UNIFIED
SCHOOL DISTRICT**

By: Michelle [Signature]

Date: June 4, 2021

Initials:

LPPA: ND

District: MM

ADDENDUM A

1. ARTICLE XVII: FRINGE BENEFITS

Revise Article XVII to read as follows:

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 an adjusted health benefits CAP 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 and subtracting a 10% allowance as an allowance for unforeseen changes. (The CAP in 2017-18 is \$566.40 for full-time employees per month).
 - ii. The Association may thereafter request that the District apply the amount to the health benefits CAP 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 shall be carried over to the Association Pool for the following year. ~~revert to the District.~~
 - iv. This process shall be completed no later than September 30 of each year.
 - v. LPPA may request an annual meeting with Fiscal Services for review of the financial details of this process.
- b. No member may be assigned a health benefits 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 this section, the CAP listed in section B. a. i. (above) shall remain in effect.
- d. Should the status quo result in triggering penalties under the Affordable Care Act, the District may adjust the CAP amount to a level which avoids such penalties.

The Parties agree that all other language in Article XVI shall remain status quo.

Initials:

LPPA: ND

District: MM

ADDENDUM B

1. ARTICLE XXI: RATIO OF SERVICES

Revise Article XXI to read as follows:

C. Speech-Language Pathologists

The district agrees to provide Speech-Language Pathologist services to the degree required by the California Education Code. ([See Addendum 3 – Speech Language Pathologist Caseload Calculation](#))

The Parties agree that all other language in Article XXI shall remain status quo.

Initials:

LPPA: *ND*

District: *MM*

ADDENDUM C

Addendum 3

Speech Language Pathologist Caseload Calculation

- Administration will take responsibility to monitor Speech Language Pathologist caseloads through the special education electronic database.
- The Speech Language Pathologist supervisor will meet with the Lead Speech Language Pathologist
 - Monthly - to monitor individual Speech Language Pathologist caseloads
 - Quarterly - to monitor caseload averages.

Caseload Criteria

1. The district agrees to provide Speech-Language Pathologist services to the degree required by the California Education Code.
 - a. In May 2021, the California Education Code states:
 - i. The average caseload for language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload. (E.C. 56363.3)
 - ii. The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026, shall not exceed a count of 40. (E.C. 56441.7)
2. Mixed age caseloads (which include K-12 students and students between the ages of three and five years) will consider those students between the ages of three and five years as 1.3 students for calculation purposes.
3. The caseload for a Speech Language Pathologist working less than a 1.0 FTE will be prorated.

Initials:

LPPA: *ND*

District: *MM*