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Title: **Lodi Unified School District and Lodi Education Association (LEA), National Education Association (NEA), (2004) (MOA)**

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

Adult Education

Effective January 1, 2004, adult education teachers will be paid at the LEA adjunct rate. Teachers currently teaching in the adult education program who are paid at a rate higher than \$28.30/hr. will be paid at that higher rate so long as they continue teaching Lodi Unified School District Adult Education courses until the adjunct rate surpasses that amount, at which time they will be paid the adjunct rate. [If there is a break in service of a semester or more, the returning teacher will be considered as a "new" adult education teacher and be paid at the adjunct rate.]

Pat Anthony
For Lodi Education Association

11/12/03
Date

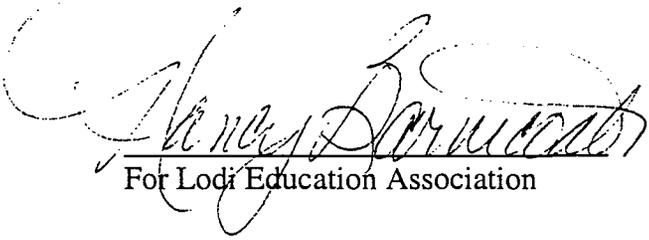
DeLorenzo
For Lodi Unified School District

11/12/03
Date

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

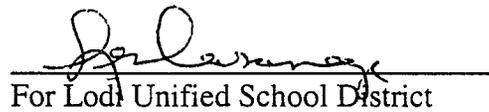
The current Peer Assistance and Review (PAR) MOU will be modified to reflect the following changes for the 2003-04 school year:

- 1) The Joint Committee stipend will be eliminated.
- 2) Approved hours for both Consulting Teachers and Professional Development Teachers and Joint Committee members will be paid at adjunct rate +25% (\$34.67) rather than double adjunct rate.
- 3) We will have 1.25, but no less than 1.00 F.T.E., Consulting Teachers.



For Lodi Education Association

10/15/03
Date



For Lodi Unified School District

10/15/03
Date

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

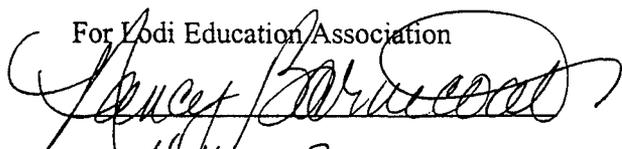
The District and the Association agree to implement Common Planning Time (CPT) at all District school sites for the 2003-04 school year. A Common Planning Time committee comprised of Association Members, and site and district administrators will meet during the year to discuss Common Planning Time and make recommendations for modification/improvements.

This agreement shall remain in effect for the 2003-04 school year and may be continued in succeeding years with the mutual agreement of both parties.

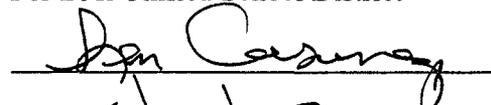
The following parameters shall be followed:

- 1) Common Planning Time shall be held at each school site approximately every other week on Wednesday afternoons.
- 2) All certificated staff at each site shall be given the opportunity to meet collaboratively to determine the topics to be discussed during Common Planning Time. Topics should relate to improving student learning and teacher collaboration (e.g. standards-based curriculum preparation and development, assessment analysis, grade-level discussions and meetings, articulation between grade levels).
- 3) Common Planning time will not be used for faculty meetings or district-wide staff development.
- 4) The total Teacher Day minutes for the week shall not exceed those permitted in the Contract.
- 5) Preparation periods will be maintained.

For Lodi Education Association


Date 4/16/03

For Lodi Unified School District


Date 4/16/03

MEMORANDUM OF UNDERSTANDING

between
Lodi Unified School District
and
Lodi Education Association

The above parties agree to changes in Article XVIII. C., Job Sharing, of the LEA Contract as listed below:

XVIII. JOB SHARING

C. GENERAL

1. Shared teaching assignments shall be approved for a maximum of one school year at a time.
2. Shared teaching assignments shall be limited as follows:
(regular education only)
 - a. K-6 Sites:
 - (1) Ten or fewer regular full-time teachers--one shared teaching assignment.
 - (2) More than ten regular full-time teachers--two shared teaching assignments.
 - b. Middle and High School Sites:

No limitation on number of shared teaching assignments.
3. *If a shared teaching assignment is dissolved, the job-share teachers may not compete in the grade-level or site shuffles. They may each return to full-time status as specified in XVIII. A. above, or seek another job-share position from those jobs available in the addendum to each transfer posting. There is no guarantee that another job share will be approved.*
3. 4 A teacher on a shared job assignment who performs substitute duties outside of his/her assignment during an unassigned work time shall be paid for that service according to the current substitute salary schedule.
4. 5 If a job sharer leaves for illness, etc., the remaining partner would be encouraged to take over full time.

MEMORANDUM OF UNDERSTANDING

between

Lodi Unified School District

and

Lodi Education Association

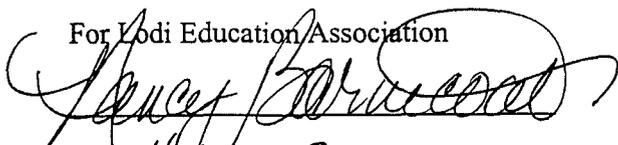
The District and the Association agree to implement Common Planning Time (CPT) at all District school sites for the 2003-04 school year. A Common Planning Time committee comprised of Association Members, and site and district administrators will meet during the year to discuss Common Planning Time and make recommendations for modification/improvements.

This agreement shall remain in effect for the 2003-04 school year and may be continued in succeeding years with the mutual agreement of both parties.

The following parameters shall be followed:

- 1) Common Planning Time shall be held at each school site approximately every other week on Wednesday afternoons.
- 2) All certificated staff at each site shall be given the opportunity to meet collaboratively to determine the topics to be discussed during Common Planning Time. Topics should relate to improving student learning and teacher collaboration (e.g. standards-based curriculum preparation and development, assessment analysis, grade-level discussions and meetings, articulation between grade levels).
- 3) Common Planning time will not be used for faculty meetings or district-wide staff development.
- 4) The total Teacher Day minutes for the week shall not exceed those permitted in the Contract.
- 5) Preparation periods will be maintained.

For Lodi Education Association


Date 4/16/03

For Lodi Unified School District


Date 4/16/03

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

The above parties agree to changes in Article X., Transfers and Assignments, of the LEA Contract as listed below:

X. TRANSFERS AND ASSIGNMENTS

A. Definitions

1. A "transfer" refers to any action which results in a change of schools. A transfer may be employee or employer initiated.
2. An "assignment" refers to the yearly placement of a teacher for the succeeding school year without a change in grade level, school, track, or district-wide program.
3. A "vacancy" is an unfilled unit position or a newly created unit position which the district intends to fill.
4. A "displacement" refers to a probationary or permanent teacher being involuntarily transferred from his/her position or track due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.
5. An "incumbent" is a newly hired, probationary teacher temporarily assigned.
6. A school consists of all sites administered by the same principal.
7. An interview committee refers to a committee which includes a minimum of two teacher representatives, one of whom shall be appointed by the Association.
8. An "Administrator going to the bargaining unit" is an administrator who has previously been employed by the

c. Teachers, including 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. 2. below. Vacancies will be made available for five working days. Administrators will make every attempt to contact off-track teachers.

d. If agreement cannot be reached between the parties, i.e., teachers and/or administrator, the following criteria shall be applied by the site administrator before making the final recommendation for placement to the Director of Certificated Personnel:

Grades Preschool/K-6

- Credentials held
- BCLAD or CLAD
- Special Training/Certification if applicable
- ~~Recent in-district experience in grade level/subject area to be taught (1 year is the same as 4 years within last five years)~~

Grades 7-12 School

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD
- Major(s) and Minor(s)
- Special Training/Certification if applicable
- ~~Recent in-district experience in subject to be taught (one year is the same as four years within last five years)~~

District seniority shall be considered if all the above factors are judged to be equal.

e. Final determination as to who receives the position shall be made by the Director of Certificated Personnel.

4. Itinerant teachers assigned to the site may compete for vacancies at their home site after the grade-level shuffle has

9. If one of the following changes occurs in the assignment after a teacher has accepted a position through the transfer process, the teacher has the following options:

- a. If a combination class becomes a straight grade level class, the teacher may remain in the assignment and the position will not be considered an "incumbent" position.
- b. If the straight grade level assignment becomes a combination class, the teacher may:
 - (1) Elect to remain in the assignment, and the position will not be considered an incumbent position.
 - (2) Elect to remain in the assignment and elect voluntary displacement by February 1 for the following year.
 - (3) After the close of the transfer process and one month prior to the beginning of the assignment, the teacher may elect placement in an incumbent position.
 - (4) If students have begun instruction with a teacher, the teacher will remain in the assignment even though a change has occurred.

E. Priority of Transfers (in the following order):

1. Priority One

- a. District-initiated transfers and displaced teachers with displaced teachers to be considered in the following order:
 - (1) On-site displaced teachers to a vacancy existing on site after process described in B.3.a. occurs.

e. Teachers who are notified of displacement after the last posting in the transfer process may (a) elect to remain in the new position in which the teacher is placed, or (b) elect voluntary displacement for the following year by February 1.

3. If mutual agreement cannot be reached, the following criteria shall be applied by the site administrator/program manager before making the final recommendation as to who shall be displaced to the Director of Certificated Personnel:

Grades Preschool/K-6

- Credentials held
- BCLAD or CLAD
- Special Training/Certification if applicable
- ~~Recent in-district experience in subject/grade level to be taught (one year same as four years within last five years)~~

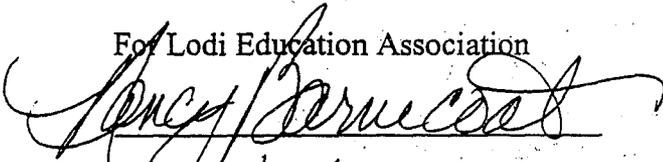
Grades 7-12

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD
- Major(s) and Minor(s)
- Special Training/Certification if applicable
- ~~Recent in-district experience in subject to be taught (one year same as four years within last five years)~~

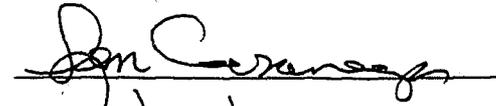
District seniority shall be considered if all the above factors are judged to be equal.

4. When a teacher is displaced after the posting process has begun, the teacher will be personally contacted by phone message and in writing by the Personnel Office and informed of positions which are still open. (Revised 1993-94)

For Lodi Education Association


Date 1/16/03

For Lodi Unified School District


Date 1/16/03

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

The above parties agree to changes in Article IX., Work Days, of the LEA Contract as listed below:

IX. Work Days

J. All employees are required to participate in activities beyond the teacher workday.

Information that can reasonably be communicated in a memo shall be sent out in that form rather than included in meetings.

Teachers shall be on site for the workday as listed in Paragraph C unless school business requires they be off site or if they have prior approval of a site administrator.

1. Mandatory General Faculty Meetings

It is intended that faculty meetings ~~should~~ be limited to one hour and in no cases should exceed one and one half hours. There should be no more than three meetings per month and *these* meetings should not exceed a total of three hours per month.

2. Mandatory Department Chair Meetings

Department Chair meetings should be limited to no more than 12 per year and two hours in length unless extended by mutual agreement between the department chairs and the principal or unless previously scheduled for additional time.

3. Other Site Activities/Duties

On days when unit members are required to return for an evening meeting/event (e.g. Open House, Back-to-School Night or similar event), they may leave the site at the end of the instructional day.

Duties/committees will be divided among faculty by the site administrator based on staff input (volunteers first, then appointments).

Activities outside the workday, including those referenced above, should be limited to no more than two hours weekly with the exception of Back-to-School Nights, Open Houses, and non-classroom supervisory assignments.

Teacher/site administrator-initiated conferences shall be held as soon as possible but within one week of the request.

Teachers shall hold parent conferences as soon as possible but within one week of the parent request.

Science Camp shall be considered part of the sixth (6th) grade teachers' regular annual co-curricular assignment and will be paid according to that schedule.

MEMORANDUM OF UNDERSTANDING

between

Lodi Unified School District

and

Lodi Education Association

The above parties agree to changes in Article XVII, Reduced Workload, of the LEA Contract as listed below:

XVII. REDUCED WORKLOAD

Upon the request of the employee, the Board may approve a Reduced Workload Agreement pursuant to E.C. 22713.

A. Such agreement must meet the following criteria:

1. The employee must:

- a. Be determined by the District as being eligible for participation in accordance with existing STRS (State Teachers Retirement System) statutory provisions and administrative directives;
- b. Have been an employee of the district ten or more years;
- c. Have been a full-time District employee *without a break in service* during the five *consecutive* years immediately preceding such reduced workload assignment;
- d. Have reached the age of fifty-five (55) prior to reduction in workload;
- e. Have reached a placement on the salary schedule equal monetarily to Step 12, Class F.

2. Must be mutually beneficial to the District and to the employee.

B. Such reduced workload agreement shall:

1. Not exceed ~~five~~ ten years;

2. ~~Not extend beyond the end of the year in which the employee reaches his or her 70th birthday;~~

MEMORANDUM OF UNDERSTANDING

between
Lodi Unified School District
and
Lodi Education Association

The above parties agree to changes in Article XIX. A., Early Retirement Health Benefits, of the LEA Contract as listed below:

XIX. EARLY RETIREMENT HEALTH BENEFITS

A. ELIGIBILITY

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

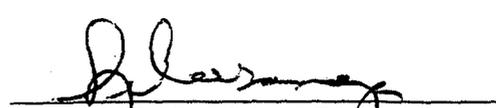
- a. Have completed ten (10) *consecutive* years of full-time service in the Lodi Unified School District *without a break in service immediately prior to retirement through the State Teachers Retirement System (STRS).*
- b. Have reached the age of fifty-five (55) prior to the beginning of his/her next school year in which he/she elects to participate in such program.
- c. Not have passed his/her sixty-fourth (64th) birthday at beginning of retirement.
- d. Have reached at least Class D on the salary schedule.
- e. Arrange retirement to coincide with the end of a school year when possible and to provide sufficient advance notice to the district to obtain an acceptable replacement.
- f. Be approved for early retirement by the District's *Board of Education Governing Board.*



For Lodi Education Association

10/17/02

Date



For Lodi Unified School District

10/17/02

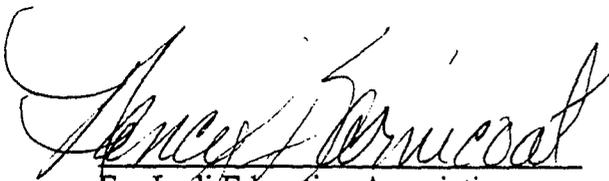
Date

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

Intervention Teachers' Transfer Rights

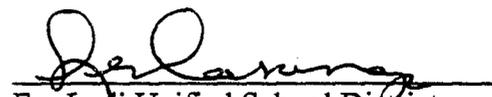
1. Teachers will teach a 182 day year, teaching 180 minutes in the morning and 180 minutes in the afternoon, Monday through Thursday. Friday, teachers will have a 230-minute preparation time for the purpose of planning and preparing lessons, correcting student work, meeting with colleagues and parents and being trained in intervention strategies.
2. Teachers will otherwise be subject to the provisions of the LEA-LUSD Contract with the exception of the modified work schedule.
3. Intervention Teachers do not retain rights to vacated positions but may participate in the site shuffle at the site where they teach in the intervention program following the grade-level shuffle if unfilled positions remain.

This MOU supersedes the MOU of April 24, 2001.



For Lodi Education Association
3/26/02

Date

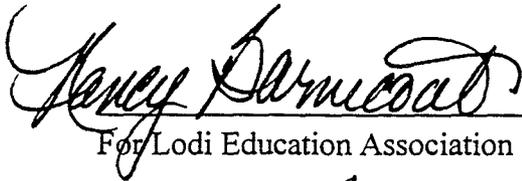


For Lodi Unified School District
3/26/02

Date

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

All requests for revision of salary schedule placement based on a change from an intern or pre-intern certificate or emergency permit to a preliminary or professional clear teaching credential must be received in the personnel office by February 1 of the school year in order to be implemented for that school year.



For Lodi Education Association

8/23/07

Date



For Lodi Unified School District

8/23/07

Date

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

The above parties agree to changes in Article III, Section H. and I., of the LEA Contract as listed below:

H. PROFESSIONAL GROWTH FOR SALARY SCHEDULE ADVANCEMENT

- ~~1. Teachers may advance only one class per year except for those employees who are returning from Unpaid Study or Sabbatical Leave.~~
1. 2. College courses taken for salary schedule credit must be approved by the site administrator or designee and the Director of Certificated Personnel prior to the beginning of such courses. **Pre approval must be obtained on the District Course Approval form (Form A).**
 - a. *Courses for salary advancement must be goal directed. Additional credentials or degrees applicable to the field of education, courses meeting the requirements of the staff development component of the school plan, and courses which are related to the curriculum of the Lodi Unified School District are appropriate.*
 - b. *District-initiated inservice training or workshops (often arranged with a cooperating post-secondary institution which supplies the instruction) outside of the normal workday at which attendance is voluntary may receive units for salary schedule advancement if the College/University credit is arranged with the teaching institution with costs borne by the participant.*
 - c. *Tuition and credit for courses offered by accredited post-secondary institutions (Western Association of Schools and Colleges or other regional counterparts) independent of any District involvement are the responsibility of the participant. University and College courses to be considered for salary advancement are subject to prior approval of the Director of Certificated Personnel.*

I. PROFESSIONAL GROWTH POLICY FOR CREDENTIAL RENEWAL

1. Copies of the Professional Growth Policy *for credential renewal* shall be made available at each school and for anyone requesting such.
2. Teachers with professional clear teaching credentials issued after August 31, 1985, shall be responsible for developing an individual professional growth program for purposes of credential renewal in accordance with Education Code Section 44277 and State Department of Education Title V - Regulations, Sections 80550-80565.
 - a. The District shall designate certificated individuals to serve as professional growth advisors on behalf of ~~new~~ teachers who must fulfill professional growth requirements. Professional growth advisors shall normally be the teacher's Principal, Vice-Principal, Assistant Principal, Program Manager or other qualified certificated individual as designated by the District who is assigned to the same site as the ~~new~~ teacher. In the event the ~~new~~ teacher elects to select a professional growth advisor other than as provided for above, the teacher may select from a District-appointed list subject to final approval by the Director of Certificated Personnel or his/her designee.
 - b. Plans and Activities
 - (1) An individual program consisting of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education which has been planned and developed by the teacher and which has been certified by the Superintendent or his/her designee that the program meets Education Code Section 44277. Acceptable activities* shall be defined as including, but not limited to, the completion of courses offered by a regionally accredited college or university;

participation in professional conferences, workshops, teacher center programs or staff development programs; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; participation in education research or innovation efforts; **professional exchange program; alternate work experience programs; program of independent study; creative endeavors; and cultural experiences.

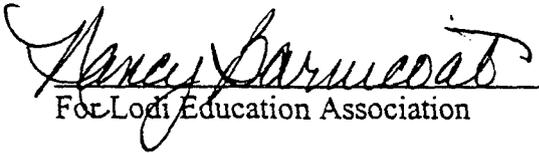
(or) Other categories determined by the California Commission on Teacher Credentialing as limited by agreement between the Association and the District.

- (2) The satisfactory completion of fifteen (15) upper division or graduate semester units, from regionally accredited institutions (WASC or corresponding regional associations).
- (3) An equivalent combination of (1) or (2) above, with fifteen (15) clock hours equaling one semester unit.

*All activities in order to be considered "acceptable" must comply with State Department of Education Title V Regulations, Sections 80550-80565. Service as a mentor teacher pursuant to Section 44496 of the Education Code is expressly excluded from activities qualifying as appropriate for inclusion in a professional growth program pursuant to the above sections. (Revised 1993-94)

**Acceptable activities must be selected from at least four of the above categories.

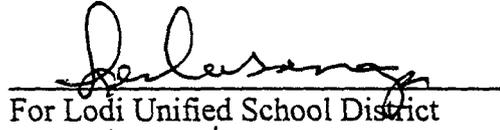
- c. Any disputes between a teacher and his/her professional growth advisor concerning the teacher's professional growth and development shall be directed to ~~a~~ the Professional Growth Appeal Panel. Such panel shall be comprised of two (2) members appointed by the Association and two (2) members appointed by the District. The Assistant Superintendent of Personnel or his/her designee shall be an ex-officio member of the Professional Growth Appeal Panel who will only have voting rights in the case of a tie vote by the regular members of the panel.
- d. An adverse decision by the Professional Growth Panel may be appealed in accordance with Education Code Section 44278.



For Lodi Education Association

6-7-01

Date



For Lodi Unified School District

6/7/01

Date

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

The District will post twelve or more as funding allows Intervention class openings – one a half-time lead teacher, half-time intervention teacher - in the May transfer process for the 2001-2002 school year.

Teachers will teach a 182 day year, teaching 180 minutes in the morning and 180 minutes in the afternoon, Monday through Thursday. Friday teachers will have a 230 minute preparation time for the purpose of planning and preparing lessons, correcting student work, meeting with colleagues and parents and being trained in intervention strategies.

Teachers will otherwise be subject to the provisions of the LEA-LUSD Contract with the exception of modified work schedule. These positions are permanent and initially open to current tenured and probationary teachers.

Teachers do not retain rights to vacated positions but may participate in the site shuffle of the site they leave should positions remain following the grade-level process as if they had remained at the site.



For Lodi Education Association
4-24-01

Date



For Lodi Unified School District
4/24/01

Date

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

The above parties agree to changes in Article V. L. of the LEA Contract as listed below:

V. LEAVES AND ABSENCES

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 a member of his/her immediate family or operation involving a member of his/her family.
 - 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. Employees may use one day of this leave for any of the following:
 - (1) Wedding of a son or daughter
 - (2) Birth of a child (for father)
 - (3) Adoption
 - (4) Religious observation
 - (5) Death of aunts/uncles/nieces/nephews
 - f. Employees may use ~~two (2)~~ *four (4)* days of this leave per year by specifying only compelling personal importance