

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve Tentative Agreements with the District and the Lakeside Teachers Association (LTA) to resolve negotiations for the 2022/23 school year.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the following Tentative Agreements with LTA to resolve negotiations for 2022/23 school year:

- Articles 7-Leaves of Absence
- Article 9-Safety
- Article 10-Transfers/Reassignments
- Articles 15.9.6-Retiree Benefits, 15-Compensation

The tentative agreements include an increase to the salary schedule of 7.65% effective July 1, 2022, and approximately 2.28% compression/increase of the LTA salary schedule for longevity steps beginning with years 17, 19, 21, 23, 25 and ending at step 27. Also included in the TA, are additions and increases to the stipends, two that were previously being paid year to year, but were not memorialized in the LTA agreement but instead a Side Letter of Agreement.

Article 15.9.6 updated Retiree Benefits to continue to provide medical benefits until the age of "Medicare eligibility" should that date change in the future.

Articles 7, 9 and 10, provides updated language

Fiscal Impact (Cost):

See Disclosure of Collective Bargaining

Funding Source:

See Disclosure of Collective Bargaining

Addresses Emphasis Goal(s):

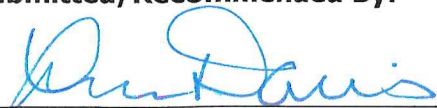
☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION
for 2022-23

September 16, 2022

The following is a Tentative Agreement between the Lakeside Union School District and the Lakeside Teachers Association, subject to the AB 1200 and ratification process.

The parties agree to modify the current collective bargaining agreement as follows:

ARTICLE 9: SAFETY [Status quo except new section as below]

9.2.1 The District shall offer training and/or professional learning to unit members on de-escalation and intervention strategies to employ when students are presenting a danger to self or others.

9.3 ASSAULT/THREATS. Whenever any employee is attacked, assaulted, or physically threatened by any pupil in person or digitally/electronically, it shall be the duty of the employee, and the duty of any supervisor who has knowledge of the incident to promptly report the incident to the appropriate law enforcement authorities. Whenever any employee is attacked, assaulted, or physically threatened by a non-pupil at work in person or digitally/electronically, a supervisor who has knowledge of the incident shall promptly report the incident to appropriate law enforcement authorities. When an administrator has knowledge of threats made against a unit member, they shall notify the unit member within 24 hours.

The Superintendent shall be notified of any instance of an employee being attacked, assaulted or physically threatened in person or digitally/electronically.

9.4 SUSPENSION OF PUPILS – add the following at the end of the current article: The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

ARTICLE 15: COMPENSATION AND BENEFITS (status quo except as below)

15.1 SALARY

The District will provide a 7.65% increase on the 2021-2022 salary schedule at Appendix I of the Agreement effective July 1, 2022. This on-schedule increase shall be provided only after final ratification of the Amendment by the District Governing Board.

The District will modify the existing salary schedules to begin with longevity/anniversary as follows and as per attached proposed modified salary schedule Appendix I.

Beginning with years 17, 19, 21, 23, 25, and ending with 27 on Teacher and Special Ed Infant Salary Schedule and Preschool Teacher Salary beginning with 10th year and every four (4) years thereafter.

Total compensation for compression of salary schedules as proposed is the equivalent of a 2.28% increase to the salary schedule.

15.2 ANNUAL STIPENDS (15.2 Status Quo except the modified rates below)

Daily & Hourly Rates-(Status Quo)

Stipend Name	Annual Amount	Payer
District Immersion Coordinator District Curriculum Coordinator	\$5,000.00*	District

*The Immersion and Curriculum stipends will not be tied to any negotiated salary increases.

Stipend Name	Annual Amount	Payer
Teacher-In-Charge at elementary schools Enrollment above 650 <u>as of CBEDS date</u>	\$1,265	District
Teacher-In-Charge TDS, LMS, and EH (if 6 classes or less) <u>as of CBEDS date</u>	\$706	District
Teacher-In-Charge at elementary schools with enrollment under 650 <u>as of CBEDS date</u>	\$977	District
District Event Chairperson (Jr. Olympics, Run for the Arts, <u>Sixth Grade Camp</u> , Etc.,	\$542	District
<u>District Appointed Mentor Teacher per mentee (non BTSA/Induction)</u>	<u>\$1,000</u>	<u>District</u>
<u>District Appointed CF/SLPA Mentor Teacher per mentee (non BTSA/Induction)</u>	<u>\$2,000-\$1,500</u>	<u>District</u>

Stipend Name	Annual Amount	Payer
Substitute Coverage 6-8	\$33.33 \$30.00 per period	District
Substitute Coverage TK - 5 (For minimum of 15 min. Up to ½ day)	\$400 \$50.00 per teacher	District
Substitute Coverage TK - 5 (for over ½ day)	\$200 \$100.00 per teacher	District

*All stipends above will be tied to the salary increase for 2022-23

For on-schedule salary increase, salary compression, and stipends equates to a total compensation of 9.94%

OTHER TENTATIVE AGREEMENTS

Previously-signed tentative agreements on Articles 7, 10, and 15 are attached to and incorporated into this Tentative Agreement as Appendix II.

For the District:



Date: 9/16/22

For LTA:



Date: 9/16/22

LAKESIDE UNION SCHOOL DISTRICT TEACHER SALARY SCHEDULE

Effective July 1, 2022

184

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	51,461	51,461	51,461	51,461	51,461	55,026
2	51,461	51,461	51,461	54,281	57,007	58,592
3	51,461	51,461	53,271	56,339	59,381	61,674
4	51,461	51,461	55,472	58,665	61,855	64,921
5	51,461	54,357	57,673	60,992	64,309	67,626
6	51,461	56,428	59,876	63,316	66,758	70,210
7		58,502	62,072	65,639	69,214	72,785
8		60,577	64,272	67,968	71,667	75,362
9			66,470	70,295	74,119	77,942
10			68,667	72,621	76,571	80,519
11				74,946	79,021	83,096
12				77,274	81,473	85,675
13					83,929	88,255
14					86,380	90,837
15					88,833	93,415

Longevity Increments Beginning on:

18	18th year	91,287	95,992
21	21st year	93,734	98,574
24	24th year		101,151
27	27th year	98,639	103,733
30	30th year		106,307
33	33rd year	114,736	114,736

PROPOSED

15		88,833	93,415
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Longevity Increments Beginning on:

17	17th year	91,942	96,685
19	19th year	95,160	100,069
21	21st year	98,491	103,571
23	23rd year	101,938	107,196
25	25th year	105,506	110,948
27	27th year	114,736	114,831

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
Effective July 1, 2022**

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	32,671	33,320	33,988	34,667
2	33,320	33,988	34,667	35,359
3	33,988	34,667	35,359	36,066
4	34,667	35,359	36,066	36,785
5	35,359	36,066	36,785	37,520
6	36,066	36,785	37,520	38,274
7		37,520	38,274	39,039
8			39,039	39,774
9				40,569

Longevity Increments Beginning on:

10	41,583
15	42,623
20	43,689
25	44,781
30	45,901
35	47,049

PROPOSED

9	40,569
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Longevity Increments Beginning on:

10	41,583
14	42,623
18	43,689
22	44,781
26	45,901
30	47,049

Appendix I

LAKESIDE UNION SCHOOL DISTRICT
SPECIAL ED INFANT TEACHER SALARY SCHEDULE
Effective July 1, 2022

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	57,054	57,054	57,054	57,054	57,054	61,007
2	57,054	57,054	57,054	60,181	63,203	64,960
3	57,054	57,054	59,062	62,463	65,835	68,378
4	57,054	57,054	61,502	65,042	68,578	71,977
5	57,054	60,266	63,942	67,621	71,299	74,976
6	57,054	62,561	66,384	70,198	74,015	77,841
7		64,861	68,819	72,774	76,737	80,696
8		67,162	71,259	75,356	79,456	83,553
9			73,695	77,936	82,176	86,413
10			76,131	80,515	84,894	89,272
11				83,093	87,611	92,128
12				85,673	90,329	94,988
13					93,051	97,848
14					95,769	100,711
15					98,489	103,569
Longevity Increments Beginning on:						
18	18th year				101,209	106,426
21	21st year				103,922	109,289
24	24th year					112,146
27	27th year				109,361	115,008
30	30th year					117,862
33	33rd year				127,207	127,207
PROPOSED						
15					98,489	103,569
Longevity Increments Beginning on:						
17	17th year				101,209	107,194
19	19th year				103,922	110,946
21	21st year				106,718	114,829
23	23rd year				109,503	118,848
25	25th year				112,295	123,008
27	27th year				115,215	127,207

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

September 16, 2022

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

[Status quo except new section as below]

10.2.3 Vacancies, at a school site, shall first be filled by qualified displaced employees. When a vacancy exists that is not filled by a displaced employee or by reassignment, the principal will advise the Human Resources Department within five (5) business days. The Human Resources Department shall then prepare a posting of all current vacancies that shall be sent to all school sites within five (5) days of being notified of a unfilled vacancy by the site administrator. The posting shall include the location, grade level or subject matter assignment, and experience and credential requirements, if necessary or specifically applicable. Such notices shall be posted at least five (5) days at the District office, and at each school site, and emailed to all District staff. Unit members desiring to apply for a transfer to those vacant positions may do so by indicating their request via an email or written request to the Human Resources Department during the posting period. If no unit member is selected for transfer to a vacancy, then the District may recruit from outside the District.

For the District:



Date: 9/16/22

For LTA:



Date: 9/16/22

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

August 30, 2022

ARTICLE 7 – LEAVES OF ABSENCE

The parties agree to modify Article 7 of the contract as follows:

7.2 PERSONAL NECESSITY LEAVE

7.2.1 [no change]

7.2.2 [no change]

7.2.3 [no change]

7.2.4 Attendance at the funeral of a friend or of a relative not included in Item 7.2.3 above. Approval must be secured from the ~~Building Principal~~ **Supervising Administrator** or the ~~Assistant Superintendent~~ prior to leave.

7.2.5 Attendance at a special occasion involving the unit member, a relative of the unit member, or close friends of the unit member. Such absence shall be limited to three (3) days per occasion. At least seven (7) days advance written notice must be given to the ~~Building Principal or the Assistant Superintendent/Educational Services~~ **Supervising Administrator** prior to ~~the~~ actual date of absence and approval must be secured prior to the leave. This leave is by no means considered to be a vacation leave and requests for paid vacations will be denied.

7.2.6 [no change]

7.2.7 Before the utilization of personal necessity leave an employee must obtain prior written approval from the ~~appropriate management person~~ **Supervising Administrator**, except for cases of 7.2.1, 7.2.2, 7.2.3, and 7.2.6 in Section 7.2 above. When the circumstances in 7.2.1, 7.2.2, or 7.2.3 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

7.2.8 Under all circumstances, an employee shall verify ~~in writing on an "Absence Report"~~ that the personal necessity leave was used only for purposes as set forth in 7.2.1 through 7.2.6 above, **using the district provided absence reporting system**. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:.....

Remainder of 7.2.8, Status Quo

7.10 BEREAVEMENT LEAVE

A regular employee shall be granted necessary leave of absence without loss of pay not to exceed five (5) workdays on account of the death of a member of the employee's immediate family.

No deductions shall be made from the salary of an employee granted such leave, nor shall such leave be deducted from other leaves granted by the Board. All bereavement leave must be ~~properly certified by the immediate supervisor and/or the Assistant Superintendent~~ **approved by the Supervising Administrator**.

Immediate family members are husband/wife, mother/father, sister/brother, son/daughter, mother-in-law/father-in-law, grandfather/grandmother, son-in-law/daughter-in-law, foster child, step-parent, step-child, and any relative residing in the employee's household. Appropriate documentation may be required.

7.11 LEGISLATIVE LEAVE

7.11.1 Notification of District: The employee on such leave shall notify the ~~Board~~ **Executive Director of Human Resources** of an intended return at least twelve (12) weeks in advance.

7.11.2 [no change]

7.12 SABBATICAL LEAVE

[Change paragraph in section]:

All applications for sabbatical leaves must outline the proposed program, state prospective benefits to the District, and be submitted no later than February 15th **preceding the school year of intended leave to the Human Resources Department**, in accordance with procedures established by the Superintendent.

7.13 OTHER UNPAID LEAVE

[Change introductory paragraph]:

The Board may grant unpaid leave for personal or professional reasons. Such leave shall not be for a period of less than one (1) day nor shall it extend longer than one (1) school year. Such leave may be renewed at the Board's discretion. Requests for initial or renewed annual leave shall be submitted by February 15th, preceding the school year of intended leave to the Human Resources Department.

7.15 CATASTROPHIC LEAVE

7.15.1 [no change]

7.15.2 [Change 7.15.2.1]: Must request in writing to the ~~District office~~ Human Resources Department that eligible leave credit be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

7.15.3.1 and 7.15.3.3 – ~~Superintendent or designee~~ Human Resources Department

7.15.3.5 – ~~Director of Human Resources~~ Human Resources Department

For the District:



Date: 8/30/22

For LTA:



Date: 8/30/22

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

August 30, 2022

ARTICLE 15.9.6 – RETIREE BENEFITS

The parties agree to modify Article 15.9.6 of the contract as described below.

15.9.6 Retiree Benefits

Members of the bargaining unit shall be eligible for retiree health benefits as follows:

Bargaining unit members must have a minimum of fifteen (15) years of full-time service with the District and must have attained the age of 55 years.

The coverage will only provide health benefits as covered under one of the health plans offered by the District. During open enrollment, the employee may elect from one of the health plans offered by the District.

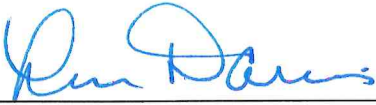
For eligible employees who retired before October 12, 2017, the District shall contribute an amount equal to the premium for one individual under the most expensive HMO that is available to bargaining unit members.

For eligible employees who retire after October 12, 2017, the District shall contribute a maximum amount equivalent to the cost of employee only health coverage under the UHC1 health plan offered by the District annually in any twelve-month period, or prorated portion thereof, to the total cost of retiree health benefit coverage provided under this Article on behalf of each eligible retiree who is entitled to receive such benefits. Any amounts in excess of the maximum DISTRICT contribution shall be paid for by the retiree by monthly payments. Such health benefits coverage is for the retiree only.

The District will continue to provide this coverage until the retiree reaches the age of ~~Medicare eligibility sixty five (65)~~. ~~After the age of sixty five (65)~~ **After reaching the age of Medicare eligibility** the retiree may continue in the District-sponsored health programs but the total premium cost shall be borne by the retiree.

Spouse Coverage: Eligible retired unit members shall have the opportunity to purchase District provided medical insurance plans for themselves and their spouses as provided for under Education Code sections 7000-7008.

For the District:



Date: 8/30/22

For LTA:



Date: 8/30/22