

TENTATIVE AGREEMENT
Lakeside Union School District (LUSD)
to the
Lakeside Teachers Association (LTA/CTA/NEA)
October 16, 2023
Three-Year Successor Agreement

The Lakeside Union School District ("District") and the Lakeside Teachers Association ("LTA") have reached a tentative agreement to fully resolve negotiations for the 2023-24 school year for a new three (3) year successor agreement for the period of July 1, 2023-June 30, 2026. The agreement is subject to the ratification by the District's Governing Board.

The parties agree to amend the agreement as follows:

ARTICLE 1: AGREEMENT [Status quo except as below]

1.3 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until **June 30, 2026**.

ARTICLE 8: ACCOUNTABILITY (EVALUATION) [Status quo except as below]

8.1 EVALUATION

Classroom teachers will be evaluated based on the California Teaching Standards. Certificated employees in non-teaching positions and other non-classroom certificated assignments (for example, speech and language pathologists, social workers, counselors, librarians, nurses, TOSAS, etc.), may have the option to use assignment appropriate professional standards in their evaluation. Each probationary **and temporary** certificated employee shall be evaluated at least once each school year.

8.2 EVALUATION PROCEDURE

Components of the evaluation process:

1. Review the Evaluation Process and Documents with employee by September 30, **or within 30 days of the first date of paid service for employees hired after the start of the school year.**
2. Conduct Goal Setting Conference by October 15, **or within 15 days of the review of the evaluation process and documents for employees hired after the start of the school year.**

ARTICLE 10: TRANSFERS AND REASSIGNMENTS [Status quo]

ARTICLE 12: CLASS SIZE [Status quo except as below]

12.1 PUPIL-TEACHER RATIOS: The following school site pupil-teacher ratios shall be the guidelines for establishing class sizes throughout the Lakeside Union School District.

<u>TK</u>	<u>12:1*</u>
K-3	24:1
4-5	28.5:1
6-8	27.5:1
Independent Study	30:1

Special Education: The District will comply with state requirements governing class size and caseloads in special education. If special day classes average more than 13 students, or if any one class exceeds more than 14 students, for more than ten days, the Special Education Director, teacher and administrator will meet to find a resolution and, if the issue remains unresolved, a class-size committee shall be convened to make recommendations.

***The District shall comply with TK ratios per Ed Code**

12.2 SITE CLASS-SIZE COMMITTEE: When a class **(K-3) exceeds 26 students or a (4-5) class** exceeds 31 students for a period of seven (7) consecutive days, the class size committee shall meet within three (3) school days following the seventh day. That committee shall be comprised of the site principal, the unit member, the site representative and any other certificated staff members such as shall be mutually agreed to by the site committee. The committee may recommend a mutually satisfactory solution that may go into effect on the eleventh consecutive day of the excess class size. Such recommendation shall have the approval of the Superintendent or designee prior to implementation.

ARTICLE 14: EARLY RETIREMENT INCENTIVE PLAN

Proposal on Article 14 withdrawn by LUSD

ARTICLE 15: COMPENSATION AND BENEFITS

15.1 SALARY

The District will provide a **five percent (5%) increase on the 2022-2023 salary schedule at Appendix I of the Agreement effective July 1, 2023. The District will also provide a one percent (1%) increase to the 2022-2023 salary schedule to be effective on March 1, 2024.**

These on-schedule increases shall be provided only after final ratification of the Amendment by the District Governing Board.

If any other bargaining unit or employee group within the District receives a greater increase in salary, the same percent shall be applied to the LTA bargaining unit.

Delete remaining provisions in 15.1.

15.2 ANNUAL STIPENDS

Status Quo

15.2.3 - DIFFICULT TO FILL POSITIONS

If a position is advertised in accordance with this Agreement, but no qualified candidates apply, the District may identify the position as “difficult to fill,” and include in subsequent advertisements that a signing bonus will be paid, and offer a one-time stipend of up to \$10,000 to successful candidates to be paid as follows:

- 50% after the employee’s first satisfactory evaluation; and
- 50% after the employee’s second satisfactory evaluation.

The District may offer professional assistance to employees working toward and/or attaining certification aligned to a position previously identified as “difficult to fill.” In no case shall the District’s assistance exceed \$5000 dollars. Such professional assistance will be reimbursed as follows: one-third ($\frac{1}{3}$) upon start of certification; one-third ($\frac{1}{3}$) upon successful completion, and the final one-third ($\frac{1}{3}$) one fiscal year after successful completion. Such professional assistance shall be provided at the Payer’s (District’s) sole discretion.

In the event a “difficult to fill” position is filled, after the evaluation start deadlines have occurred, the Evaluator shall develop a comparable modified evaluation schedule containing the same evaluation process as listed in Article 8, subject to the mutual agreement of the employee. This modified evaluation schedule shall be included on the Goal Setting Form in the Evaluation Plan section. This shall apply to temporary, probationary, and permanent employees.

Payments and reimbursements pursuant to this section shall be paid only to employees who are employed on the date the payment or reimbursement is due.

15.3 SALARY PROVISIONS (all sections status quo except for the introduction of Article 15.3 (f))

Unit members shall progress on the salary schedule according to the regulations set forth in this section.

15.3.1 Initial Placement on the Salary Schedule:

Initial placement on the Salary Schedule is based upon any year(s) of credited outside teaching experience, years of former District teaching experience, and degrees(s) and earned hours of formal education at an accredited institution of higher learning.

Unit members shall be granted credit for teaching experience and for degrees(s) and earned hours of formal education for initial placement on the salary schedule conditioned upon the following:

- a. Teaching experience outside the District, as well as former teaching experience in the District, will be credited up to a maximum of ten (10) years. One (1) step on the salary schedule is allowed for each year of teaching experience where the teacher actually worked full time for at least seventy-five percent (75%) of the assigned full-time school year in a school where the teacher possessed a regular public-school teaching credential.
- b. For initial placement on the salary schedule, teaching experience need not have been within the ten (10) years prior to employment with the District. Teaching experience outside the District must be verified from previous employers giving dates of service by school year.

Currently employed unit members eligible to move up on the salary schedule based on teaching experience that was outside of the ten (10) year period prior to employment with the District are no longer eligible for an increase in pay based on this provision. (Historical Note: commencing April 4, 2019 eligible unit members had a six-month window during which they could submit documentation supporting upward movement on the salary schedule, effective July 1, 2017; prior to April 4, 2019 no credit was given for teaching experience before the ten (10) years prior to District employment).

- c. The unit member shall be required to file official college transcripts with the Human Resources Department in order to verify initial salary placement and to verify salary schedule advancement. Such transcripts shall be filed within 90 calendar days following the effective date of the salary placement. If a transcript is submitted after the effective date, but before October 1, the employee shall be provided an increase retroactive to the effective date. If a transcript is submitted after September 30, but before January 1 of the following calendar year, the employee shall be provided a non-retroactive increase as of the first day of the month following the date the transcript is received. If a transcript is submitted on or after January 1 of the following calendar year, the employee shall be provided an increase as of the beginning day of the next contract.
- d. Units and degrees accepted by the District for placement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- e. Upon initial placement on the salary schedule, Speech Language Pathologists and Nurses shall receive up to ten (10) years of credit toward initial placement on the salary schedule for previous clinical experience. One (1) step on the salary schedule is allowed for each year of clinical experience where the eligible employee actually worked full time for at least seventy-five percent (75%) of the applicable work year. Clinical experience must be verified by previous employers. Currently employed unit members eligible to move up on the salary schedule based on clinical experience are no longer eligible for an increase in pay based on this provision. (Historical note: currently employed unit members eligible to move up on the salary schedule based on clinical experience had a six month window from April 4, 2019 to October 3, 2019 during which they had to submit verification of experience to Human Resources. Prior to April 4, 2019 no credit for clinical experience was provided toward salary schedule advancement.)
- f. Initial Placement for Employees Hired After January 1, 2024. Pursuant to the authorization in Education Code section 45028(b)(1), the parties agree that any employee initially hired by the District after January 1, 2024, and only those initially hired after that date, will be credited up to a maximum of fifteen (15) years for purposes of initial placement on the salary schedule, and that the teaching experience need not have been within the fifteen (15) years prior to employment with the District. All other provisions of this Article 15.3.1, regarding the calculation of a year of experience, verification of units and degrees, timelines, etc., apply to teachers initially employed after January 1, 2024.

ARTICLE 22: COMPLETION OF NEGOTIATIONS [Status quo except as below]

22.1 The District and the Association agree that the terms of this agreement in negotiations for the 2023-2024, 2024-2025, and 2025-2026 school years shall represent the full and complete understanding and commitment between the parties for those three years with no exception.

22.2 The District and the Association mutually agree that the terms of this Agreement shall be in full settlement of all issues and/or subjects which were, could have been, or may be the subject of negotiating for the 2023-2024, 2024-2025, and 2025-2026 school years except for the specific limited re-openers for the 2024-2025 and 2025-2026 school years as expressly authorized in Article 23. The District has the right to act on any matter in those three school years as long as it does not violate the terms of this Agreement.

ARTICLE 23: TERM [Status quo except as below]

23.1 This Agreement shall remain in full force and effect from the date of final ratification by both parties through and until June 30, 2026.

23.2 The District and the Association agree that there shall be reopener negotiations on compensation and benefits and two (2) additional or new Articles of each party's choice during negotiations for the 2024-2025 and 2025-2026 school years; however, the parties may reopen additional existing or new Articles by mutual agreement. Reopener negotiations will commence on or after April 14 during the 2024-2025 and 2025-2026 school years unless the parties mutually agree to commence negotiations before April 14.

{It was mutually agreed by both parties to keep TK language proposed by LTA in Article 25 in a Side Letter between the District and LTA for the next two years, 2023-2024 and 2024-2025}

APPENDICES:

Evaluation Form - Current language from Article 8 proposed to be included on Certificated Evaluation Goal Setting form.

Five (5) Year Evaluation Cycle agreement

Article 8: Permanent certificated employees who are employed at least ten years, whose previous evaluation rated the employee developing or proficient may mutually agree with the evaluator to a performance evaluation every five (5) years. If such an agreement occurs, either the employee or the evaluator may withdraw from such an agreement at any time. A meeting will be held to provide the reasons to return to the two (2) year cycle at the request of either the employee and/or the evaluator.

The employee's overall rating for this evaluation is _____
_____ (evaluator) and _____

Employee

agree to a Five(5) year evaluation cycle.

Employee signature: _____
Date: _____

Evaluator signature: _____
Date: _____

The Agreement fully resolves successor agreement negotiations between the Parties for the period of July 1, 2023 through June 30, 2026 and is subject to the ratification by the District's Governing Board.

DocuSigned by:
Dason Justison
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For the Lakeside Teachers Association

10/17/2023
Date

DocuSigned by:
John Dungan
0D7B41354DC9418...
For the Lakeside Teachers Association

10/17/2023
Date

DocuSigned by:
Lisa Davis
8F8F186E2372491...
For the Lakeside Union School District

10/17/2023
Date

11/9/2023
Date Ratified by the Governing Board