

May 19, 2025

**TENTATIVE AGREEMENT**  
**Between the**  
**LODI UNIFIED SCHOOL DISTRICT**  
**and the**  
**LODI EDUCATION ASSOCIATION**  
**(Impact and Effect of 7-Period Straight Day)**

The Lodi Unified School District ("District") and the Lodi Education Association ("LEA" or "Association") are parties to a collective bargaining agreement ("CBA") which expires on June 30, 2026.

**A. Impact and Effect of a Straight Seven Period Day**

1. The District will implement a straight Seven Period Day at Lodi, Tokay and Bear Creek high schools. This TA shall only apply to these three schools.
2. RSP and SDC teachers will need to amend student IEPs of students due to the shift to a seven-period day. For the 2025/2026 school year, case managers may submit a timecard at adjunct pay for up to thirty (30) minutes per student on their case load in order to complete these IEP amendments. The District shall send the PWN to the parents of all impacted students.
3. Article III, Salary and Compensation, shall be modified as set forth in Attachment A.
4. Article VIII, Work Year, shall be modified as set forth in Attachment B.
5. Article IX, Work Days shall be modified as set forth in Attachment C.

**B. CLOSURE**

This shall fully resolve all bargaining regarding the impact and effect of the District's decision to implement a Seven Period Straight Day.

FOR THE LODI EDUCATION  
ASSOCIATION

By: Michael Reback  
Date: 5/19/25

FOR THE LODI UNIFIED SCHOOL  
DISTRICT

By: Emil M. Clark  
Date: 5/19/25

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*Except as set forth below, this Article shall continue without change*

### III. SALARY AND OTHER COMPENSATION

#### A. SCHOOL SITE INTERNAL REPLACEMENT FOR ABSENT CLASSROOM TEACHER

1. The District will make a concerted effort to avoid having a regular classroom teacher serve as a replacement for an absent middle or high school teacher, or divide up elementary students into other classrooms for an absent SDC Preschool and TK-6 teacher.
2. After the District has determined that there is no other alternative in covering the classroom for an absent teacher, the site administrator will then use the replacement volunteer teacher list, rotating through the list in an attempt to avoid asking teachers to volunteer more than one time a semester.
3. ***Elementary, middle and high school*** teachers *including itinerant and special education teachers* may volunteer to replace an absent teacher during their preparation time, or volunteer to have students from an absent teacher's classroom placed in their classroom, and shall each be compensated using the following formula:

$$\frac{(\text{Hourly rate based on Step 3, Class A} \div 60) \times PM}{N}$$

[~~P~~ the number of periods covered by the teacher(s)]  
M = number of minutes covered by the teacher]

[N=the number of teachers dividing the students]

[Hourly Rate = (cell  $\div$  185)  $\div$  6 hours)]

*me*  
*guc*

*Except as set forth below, this Article shall continue without change*

**VIII. WORK-YEAR** (*Revised May 2015 2025*)

**B. COMMON PLANNING TIME**

The following parameters shall be followed:

1. Common Planning Time shall be held at each school site on Wednesday afternoons according to a schedule developed annually by the Area Director.
2. Teachers at each site shall be given the opportunity to meet collaboratively to determine the topics to be discussed during Common Planning time.
3. Teachers notify Principal about what will be worked on during common planning time one week prior to the date.
4. Within one week after the date, teachers will report to the principal on what was accomplished.
5. Teachers will use the Common Planning Time Report (Addendum 9).
6. Teachers shall remain at a District facility during Common Planning Time
7. Topics should relate to improving student learning and teacher collaboration (e.g. standards-based curriculum preparation and development, assessment analysis, promotion/retention, grade-level discussions and meetings, articulation between grade levels).
8. Common Planning Time will not be used for faculty meetings or district-wide staff development, nor shall faculty or other meetings be held after Common Planning Time.
9. The total Teacher Day minutes for the week shall not exceed those permitted in the Contract.

10. Common Planning Time

Common Planning Time shall be ninety (90) minutes.

- a. On Common Planning Days, there will be no change to the before-school thirty (or twenty-five) minute requirement.
  - b. In no case shall the contractual Teacher Day be shortened or exceeded.
- ~~40.11.~~ Preparation periods shall be maintained.
- ~~41.12.~~ Schools will adjust schedules to provide mandated instructional minutes.
- ~~42.13.~~ Sites may take away from non-instructional time (such as recess or lunch) or add to the end of the day.

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*Except as set forth below, this Article shall continue without change.*

**IX. WORK DAYS**

- D. Preparation time shall be an assigned period of at least 45 minutes per teaching day in Grades 7-8 and at least 54 minutes per teaching day in Grades 9-12. Teachers in grades 9-12 assigned to a school with a Seven Period day shall be provided with two (2) duty free preparation periods per day of at least forty-eight (48) minutes each.

Preparation time shall be a total of at least 160 minutes per week duty free in Grades 4-6.

Preparation time shall be a total of at least 70 minutes per week duty free in Grades 1-3.

Preparation time shall be a total of 160 minutes per week duty free in all grades at Dorothy Mahin School.

*mel*  
*gmc*