

Tentative Agreement

May 23, 2013

This Memorandum of Understanding (MOU) represents the completion of the negotiations process for the 2012-13 school year and describes the effects of certificated employee furlough days and flexibility in class size increases. This Memorandum of Understanding shall not be precedent setting. The provisions of this MOU shall sunset at the end of the agreement on June 30, 2014.

The District and Association agree to the following:

1. **Article XI: Class Size**

- 1) Industrial Arts, Vocational Shops, Fine Arts, and Homemaking (Lab) shall be modified from 33 to 36; Physical Education shall be modified from 50 to 55 and Continuation School from 20 to 25.
- 2) Unless the maximums are exceeded beyond any continuous three-week period by 2, or otherwise provided by item 3 below, the relief measures outlined in provision C(2) of Article XI of the Collective Bargaining Agreement will not be implemented.
 - a. Additional instructional aide time
 - b. Release from selected adjunct duties
 - c. Release from selected site duties
Additional release time for classroom preparation
 - d. Clerical assistance
 - e. Reduction of class size in other sections taught
- 3) Any class that contains 1 or more SDC, or 1 or more RSP, or two or more students on a 504 plan and exceeds the class size maximums outlined in Article XI, sections A and B, shall receive the relief measures as set forth in the provisions of Article XI, Section C(2). All relief measure agreements pursuant to Article XI, Section C(2) shall be in writing and signed by the site administrator and the unit member. A copy of these agreements shall be sent to the District Human Resources Office and the Association.

2. **Article XIV: Wages and Benefits - Furlough Days and Step Advancement**

Bargaining unit members shall be furloughed with a pro-rata reduction of pay as follows:

For the 2013-14 school year bargaining unit members shall take three (3) furlough days equating to a 1.62% decrease in salary. Furlough day reductions will be realized equally over a 10 month pay period.

The District adopted budget assumes Local Control Funding Formula (LCFF) funding as defined in the School Services of California Dartboard (LCFF Planning Factors)

published with the May Revise. This equates to approximately an additional \$5 million (including the 1.56% COLA) above the District's total revenue (Revenues is defined as total revenues less federal revenue that is legally available for salaries and benefits) for the 2012-13 fiscal year. This assumes that the additional \$5 million is legally available to be allocated to salaries and benefits.

After the adoption of the state budget, if the District's total revenue for 2013-14 fiscal year is not greater than \$3,110,000 above the total district revenues as received in 2012-13 fiscal year, the District or Association has the ability to re-open negotiations within 10 working days of receipt of the Adopted State Budget.

After the adoption of the state budget, if the District's total revenue for 2013-14 fiscal year is greater than \$6,890,000 above the total district revenues as received in 2012-13 fiscal year, the District or Association has the ability to re-open negotiations within 10 working days of receipt of the Adopted State Budget.

3. Equity

It is the basis of this agreement that the other units (management and classified) will receive furlough days or salary reduction which result in an equitable reduction in salary. In the event that this does not occur the parties will meet to reduce the cuts provided for in this MOU accordingly.

4. Equity in 6th Grade

Recommended changes from the assessment equity committee will be implemented in the 2013-14 school year.

5. Additional Time for Elementary Grading

Report Card Grading

1st Trimester 1 minimum day

2nd Trimester 1 minimum day

3rd Trimester 1 minimum day

Writing Prompt Assessment

Sample student work (4,3,2,1) to calibrate/score (maximum 4 student samples per teacher) All schools will use 1 PLC day as designated by the district.

6. Management Communication

The district agrees that all principals in the district shall be trained in assigning class loads to account for the impacts that various groups of students have on the ability of the teacher to deliver high quality instruction.

Additional language to be added to the contract. (Will not sunset with the Tentative Agreement)

1. Modify Article 10, Section C(6)(a) to read as follows:

“Leave which is credited under Article X, Section C.1. may be used, at the member’s election, for purposes of personal necessity provided that the use of such personal necessity leave does not exceed ten (10) days in any school year. Such leave shall be deducted from accrued sick leave.”

2. Modify Article 10, Section C(6)(b)(5) to read as follows:

“(5) All ten (10) days of personal necessity leave may be used for reasons of compelling personal importance. The nature of the compelling personal importance need not be disclosed.”

3. Modify Article 18, Section F(2) to read as follows:

Classroom visitations shall be scheduled to minimize disruption to classroom activities whenever possible, taking into account the needs of the school, the teacher, the parent, and the students, per Board Policy 6152a.2. Whenever a teacher reasonably believes that a classroom visitation has been unduly disruptive, or in any way is violative of Education Code Sections 44810 or 44811, the teacher shall report the disruption to the site administrator, who shall investigate the matter and take appropriate action within five (5) working days.”

4. Add Article 18, Section F(3) to read as follows:

“3. Unless impossible, all parent classroom visitations during the instructional day shall be scheduled in advance through the site administrator in coordination with the classroom teacher.”

4. Add Article 18, Section F(4) to read as follows:

“4. The District shall take timely action to promote civility in parent communications with teachers.”

5. Add Article 18, Section I to read as follows:

“I. Special Education Advisory Committee (SEAC)

1. The intent of the SEAC is to provide transparency, discussion, research and debate on special education issues, including but not

limited to the impact of special education on the general education classroom.

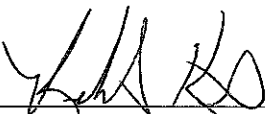
2. The Association and District shall designate the SEAC to discuss and advise on special education issues. The SEAC shall be composed of five (5) official members designated by the District and five (5) official members designated by the Association.
3. The SEAC shall meet at least once each month of the school year. Any official member of the SEAC may request information, updates and/or agendize a topic within the scope of the Committee. The Committee shall determine the procedures of how it will conduct the business of the Committee.
4. The SEAC will develop and recommend to their respective bargaining teams proposed special education related language changes to the collective bargaining agreement as deemed necessary and appropriate by the Committee.”

7. Add new paragraph to Article 11, Section G as follows:

“Every effort shall be made to assign combination classes on an equitable basis within a school site.”

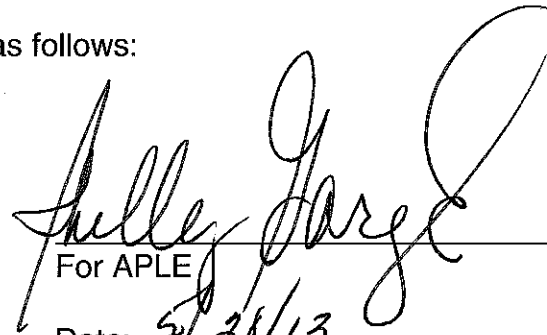
8. Modify Article 16, Section E (1) in part as follows:
“1. Staff meetings conducted during the student school year shall not exceed nine (9) meetings per year...”

9. Add Article 16, Section N in part as follows:
2013-14 182 days



For The District

Date: 5-29-13



For APLE

Date: 5/28/13