

MEMORANDUM OF UNDERSTANDING
Tentative Agreement

May 16, 2012

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, 2013.

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
 - d. Additional release time for classroom preparation
 - e. Clerical assistance
 - f. 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 2012-13 school year bargaining unit members shall take five (5) furlough days equating to a 2.7% decrease in salary and an eight (8) month step delay. Furlough day reductions will be realized equally over a 10 month pay period.

If after the November 6th tax measure vote, the funded base revenue limit falls below \$5,240 per ADA, as reflected in a modified state budget, additional furlough days will be added according to the schedule below. In the event the November 6th tax measure fails, November 30th and January 25th will be the first furlough day implemented in Tier 2. Regardless of the outcome of the tax initiative and for this year only, elementary teachers will conference with parents of at risk students and those requesting a conference. At the secondary level, 1 PLC day will be dedicated to grading in December and 2 PLC days will be dedicated to grading in January. Both months will still have a dedicated faculty/PLC meeting.

If in the modified state budget, the state reduces revenue to the district in excess of \$1 million in a matter that is not a funded base revenue limit reduction, the reduction will be added to the Tier 2 calculation formula.

Tier 2 Contract Language for Loss of Funding				
Incorporation of Additional Furlough Days			District Reduction	Furlough Day
\$5,240 - \$30 = \$5,210		\$1 to \$30	\$ 750,000	
\$5,240 - \$60 = \$5,180		\$31 to \$60		1
\$5,240 - \$90 = \$5,150		\$61 to \$90	\$ 750,000	
\$5,240 - \$120 = \$5,120		\$91 to \$120		2
\$5,240 - \$150 = \$5,090		\$121 to \$150	\$ 750,000	
\$5,240 - \$180 = \$5,060		\$151 to \$180		3
\$5,240 - \$210 = \$5,030		\$181 to \$210		4
Automatic reopener at loss of funding \$210+				

If the funded base revenue limit falls below \$5,030, the parties will have the option to reopen on wages within 15 days of an approved modified State budget.

If the funded base revenue limit increases above \$5,240 per ADA, each party will have the option to reopen on wages within 15 days of an approved modified State budget that includes an increase in the base revenue limit above \$5,240 per ADA.

3. Equity

It is the basis of this agreement that other units (management or classified) will delay step and longevity advancements for 8 months and receive furlough days which result in the same percentage to two decimal places in salary reductions or the equivalent of the two. 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

A committee will be formed to look at assessment equity (i.e. key math standards) between the 6th grades at elementary schools and middle schools with the goal of implementing recommended changes in the 2013-14 school year.

5. Additional Time for Elementary School Grading

Report Card Grading

1 st Trimester	1 minimum day
2 nd Trimester	1 minimum day
3 rd Trimester	1 minimum day

Writing Prompt Assessment

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

Additional Language to be Added to the Contract (Will Not Sunset with the MOU)

Article X Leaves

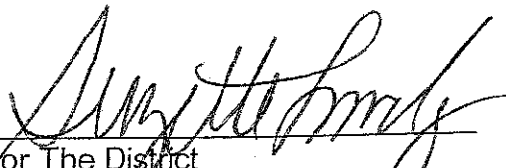
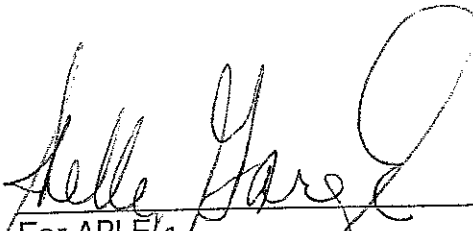
Section C.6.a Leave which is credited under Article X, Section C.1. may be used, at the member's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed eight (8) days in any school year. Such leave shall be deducted from accrued sick leave.

Article XVI Professional Day

Section G.2 Site managers shall post the specific adjunct duties. Unit members will be given an opportunity to volunteer for all positions. A list of all adjunct duties and the unit members assigned shall be posted. Attendance at TAC meetings shall not be considered an adjunct duty.

Section O All elementary RSP teachers and unit members providing DIS services (Orientation and Mobility, Deaf/Hard of Hearing, Visually Impaired, Adapted P.E. and Speech and Language), shall have two (2) release days per year for the purpose of completing documents, preparing for IEP's, and performing other activities related to their special education assignment.

Section P Unit members who need assistance with translation (i.e. report cards) into languages other than English shall inform the site administrator in writing. It shall then be the responsibility of the District to provide translation in a timely manner. For Special Education translations, the unit member will forward the request and supporting document(s) to the Special Education office.

	
For The District	For APLE
Date: <u>May 16, 2012</u>	Date: <u>May 16, 2012</u>

2012/13 Calendar

177 Student Days - 180 Teacher Work Days

JULY 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY

4 Independence Day Holiday

JANUARY 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

E=18
S=17

AUGUST 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

3 Labor Day Holiday
4 1st Day of School

FEBRUARY 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18

SEPTEMBER 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER

12 Veterans Day Observed
19-21 Teacher/Student Furlough
22-23 Thanksgiving Holiday
30 Elem. Parent Conference

MARCH 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21

OCTOBER 2012						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DECEMBER

24-31 Winter Recess

APRIL 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

17

NOVEMBER 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JANUARY

1-4 Winter Recess Continued
21 Martin Luther King, Jr. Day
30 Secondary Grading Day

MAY 2013						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22

DECEMBER 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

11 Lincoln Day
18 Washington Day

APRIL

1-5 Spring Break

MAY

27 Memorial Day Holiday

JUNE

13 Student Last Day of School
14 Teacher Last Day of Service

JUNE 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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***Potential Additional Furloughs**

1. Nov 30/Jan 25
2. May 24, 2013
3. May 23, 2013
4. June 14, 2013

*Pursuant to the MOU attached to the Tentative Agreement; 175 Student Days, 176 Teacher Work Days.

J. Garza
1/10/12

A. Amador
5/16/12

5 Scheduled Furloughs

Clarification of Memorandum of Understanding – May 16, 2012 Tentative Agreement

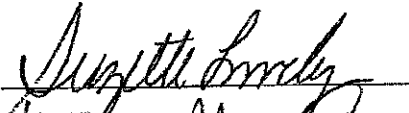
Article XIV: Wages and Benefits – Contingency Language for Loss of Funding.

The Tier 2 Reduction Chart should reflect an amount of \$151 to \$180 (rather than \$150 to \$180) and \$181 to \$210 (rather than \$180-\$210) as triggers for a 3rd and 4th furlough day, respectively. This correction represents the incremental changes in base revenue limit the parties had previously agreed to in reaching a Tentative Agreement on May 16, 2012.

2012-13 School Calendar

The proposed teacher work calendar attached to the May 16th Tentative Agreement should reflect Friday, January 25, 2013 as the Secondary Grading Day (as opposed to Jan. 30th).

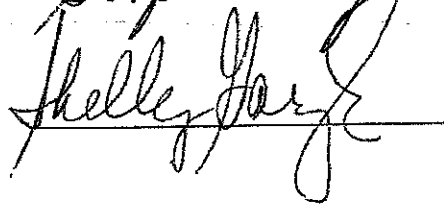
District Signature



Date

5-21-12

Bargaining Unit Signature



Date

5-29-12