

## 2011-13 Tentative Collective Bargaining Agreement – Summary

ARTICLES	CONTRACT CHANGES
Article I: Implementation	<ol style="list-style-type: none"> <li>1. Include <i>Program Specialists</i> and <i>Title I Coordinators</i> in the description of bargaining unit members.</li> </ol>
Article II: Salary	<ol style="list-style-type: none"> <li>1. For the <b>2011-12</b> school year, <b>the salary schedule will remain the same</b> as the 2010-11 school year.</li> <li>2. For the <b>2012-13</b> school year, <b>the salary schedule will remain the same</b> as the 2011-12 school year with the following exception:               <ol style="list-style-type: none"> <li>a. If the 2012-13 Base Revenue Limit per ADA is reduced by more than \$350/ADA below the 2010-11 Adopted Budget or if Proposition 98 is suspended or any mid-year decrease in BRL/ADA occurs or a fiscal emergency is declared by the Governor during the 2012-13 school year and once either the CDE, KCSOS, or FCMAT has acknowledged the loss of revenue, the Association and the District will meet to negotiate options regarding the loss of revenue.</li> <li>b. If an agreement cannot be reached within 30 days, the Association’s last best offer will be implemented.</li> </ol> </li> <li>3. Language regarding the university inclusion to the UC/CSU exception to the <i>Distance Learning</i> maximum has been clarified by change of location of existing language.</li> </ol>
Article III: Health & Welfare Benefits	<ol style="list-style-type: none"> <li>1. For the <b>2011-12</b> school year, <b>the full costs of health, dental and vision insurance will be paid</b> by the District.</li> <li>2. For the <b>2012-13</b> school year, <b>the full costs of health, dental and vision insurance will be paid</b> by the District.</li> <li>3. Application process added to the <i>Early Retirement Fringe Benefit Package</i> language. <b><u>No loss in benefit.</u></b></li> </ol>
Article IV: Association Rights	<b>No Changes in Association Rights</b>
Article V: Grievance Procedures	<ol style="list-style-type: none"> <li>1. Change in definition of grievance from a violation, misapplication, or misinterpretation of <i>an expressed provision to a specific provision or provisions.</i></li> <li>2. Level One grievance statements no longer need to be <i>specific and concise.</i></li> <li>3. Level Two and Level Three grievance procedures order was switched.</li> </ol>
Article VI: Management Retained Rights	<b>No Change in Management Retained Rights</b>
Article VII: Transfer and Reassignment	<ol style="list-style-type: none"> <li>1. Employees will now be notified of posted positions via email prior to public posting.</li> <li>2. Employees shall be interviewed prior to non-employees for posted positions.</li> </ol>

<p><b>Article VIII: Leaves of Absence</b></p>	<ol style="list-style-type: none"> <li>1. Clarified that health insurance contributions shall be made for <i>the entire 12 weeks</i> as provided by California and National law and regulations.</li> </ol>
<p><b>Article IX: Hours and Professional Responsibilities</b></p>	<ol style="list-style-type: none"> <li>1. <i>Continuation School Teachers</i> added to defined day language (15 minutes before, 15 minutes after).</li> <li>2. Each full time Continuation School Teacher shall teach four 65 minute periods <i>to a maximum of 325 minutes per day which includes a regular preparation period.</i></li> <li>3. Attendance of morning meetings called on days of real fog delays shall <b>not be required unless the employees are notified to the contrary by school-wide announcement and/or by email.</b></li> <li>4. The District and School Sites shall not schedule meetings on the 1<sup>st</sup> Wednesday and the 3<sup>rd</sup> Wednesday from <i>after school until after 7:00 PM.</i></li> <li>5. Teachers will have access to outside phone lines.</li> <li>6. A teacher who is assigned more than 4 IEP meetings per semester during his or her preparation period shall be compensated at the contract hourly rate.</li> </ol>
<p><b>Article X: Certificated Employee Evaluation Procedures</b></p>	<p><b>No Changes in Certificated Employee Evaluation Procedures</b></p>
<p><b>Article XI: Withholding of Services</b></p>	<p><b>No Changes in Withholding of Services</b></p>
<p><b>Article XII: Class Size</b></p>	<p><b>No Changes in Class Size</b></p>
<p><b>Article XIII: Safety Conditions of Employment</b></p>	<ol style="list-style-type: none"> <li>1. Addition of citation to <b>EC 32280</b> regarding School Safety Plans and the contents of School Safety Plans.</li> </ol>
<p><b>Article XIV: Learning to Teach and Professional Development Programs</b></p>	<ol style="list-style-type: none"> <li>1. Amended Professional Development Leader (PDL) responsibilities to better represent the current situation.</li> </ol>
<p><b>Article XV: Adult School Hourly, Home and Hospital and Summer School Provisions</b></p>	<p><b>No Substantive Changes in Adult School Hourly, Home and Hospital and Summer School Provisions</b></p>
<p><b>Article XVI: Employee Discipline</b></p>	<p><b>No Changes in Employee Discipline</b></p>
<p><b>Conclusion</b></p>	<ol style="list-style-type: none"> <li>1. Establish a re-opener of negotiations regarding implications resulting from the implementation of on-line grading programs.</li> <li>2. The duration of the contract is until June 30, 2013.</li> </ol>