

Off-the Record CONFIDENTIAL Mediation Proposal  
June 3, 2010

ARTICLE III: COMPENSATION

3.1 Salaries

3.1.1 For the ~~2009-2010~~2010-2011 school year the salary schedule shall be increased by an equivalent of zero percent (0%).

The certificated salary schedule, exclusive of Psychologists, Speech Therapists and Nurses shall be as indicated in Appendix G-1, and the salary schedule for Psychologists, Speech Therapists and Nurses shall be as indicated in Appendix G-2.

3.1.2 For the 2010-2011 fiscal year and the 2011-2012 fiscal year, compensation shall be reopened for negotiations. Each party shall have the right to reopen one additional contract article of their choice for the 2010-2011 and 2011-2012 reopener negotiations.

3.1.23.1.3

The certificated salary schedules referenced above are based upon a one hundred ~~eighty-four (184)~~ one hundred eighty (180) work day/work year. The Psychologists, Speech Therapist and Nurses schedule is based upon a one hundred ~~ninety-four (194)~~ ninety (190) work day/work year. Any additional District-required work days as part of a unit member's regular contract assignment shall be compensated at a per diem rate calculated upon base salary. For the 2010-2011 school year the Board of Education will reduce the work-year by four days. Furlough days will be a combination of instructional and non-instructional days. The District agrees to propose November 12, 2010, ~~May 27, 2011~~, June 9, 2011 and June 10, 2011 to CSEA and will attempt to reach agreement on that furlough schedule. In the event that there is not agreement on this schedule, the District and FMEA will work together to mutually determine the furlough days in accordance with a schedule that is acceptable to the District, the FMEA and CSEA. Salaries and calendars would be reduced in accordance with any reduction of the work-year. Furlough days shall be calculated at the per diem rate based upon the unit member's base salary. The furlough day language, including the adjustment to the number of days in the work year contained in this section and in Section 4.6, sunsets on June 30, 2011.

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(a) In the event that the base revenue limit from the state increases above the current budget projections contained in the May revise and/or additional unrestricted federal stimulus funds (similar to SFSF) and/or other additional funds that are allowed to be unrestricted for the 2010-2011 school year are received for 2010-2011 school year, or the total unrestricted monies in the reserves or other monies that allowed to be unrestricted equal more than 3%, the District will reduce furlough days accordingly.

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(b) Reduction of furlough days shall be determined upon release of the 2010-2011 Adopted Budget, 2009-2010 Unaudited Actuals, 2010-2011 First Interim and Second Interim.

(c) Furlough days shall be the first item restored after the Board meets its public commitment to restore salary/hours reductions adopted on May 4, 2010. (One furlough day is currently estimated to cost \$208,273.)

### 3.2 Fringe Benefits

The District provides fringe benefits to unit members and their dependents as set forth below. The District also provides fringe benefits to domestic partners of unit members, subject to the requirements, verification, etc. of the benefit carriers.

3.2.1 For the term of this Agreement, the District shall pay the full premium cost for dental and vision coverage for full-time unit members, and their dependents.

3.2.2 For the ~~2009~~—~~2010~~ calendar year, the District shall pay for any premium increase beyond the ~~2008~~—~~2009~~ premium up to 5%. Any difference will be deducted from the unit member's paycheck.

For the ~~2010-2011 fiscal year and the~~ 2011-2012 fiscal year, benefits shall be reopened for negotiations. (Note: Benefit year corresponds with calendar year not fiscal year.)

3.2.2.2 An example of the application of section 3.2.2 is as follows:

- ❖ If the hypothetical monthly premium in 2007 is \$500;
- ❖ And the premiums increase by 10% for 2008 to raise the new monthly premium to \$550;
- ❖ The District would assume the first 5% of the 10% premium increase;
- ❖ Therefore, the District's 2008 monthly contribution would increase to \$525 ( $\$500 \times 5\% = \$25$ ) and the employee would contribute the remaining \$25 per month; and
- ❖ The \$525 District contribution level would become the new base.

3.4 Extra Pay  
See Appendix J

Hourly pay for extra duty rate shall be paid for services rendered beyond the workday, subject to the following:

a. Such services must have been assigned/required and pre-approved by the employee's immediate supervisor.

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b. Such services include, but are not limited to the following types of activities; extended day service, after-school tutoring, intersession, homework centers, GATE teachers, the FAST program, inservices, workshops, curriculum development, grant application writing, proposal writing, preparation time for workshop presenters, Target Teach, and the ADD program at Kennedy.

The hourly pay for extra duty rate shall be \$36.00.

3.4 Master's Incentives:

- 3.2.3 First Master's Incentive Increment: \$1,000
- 3.2.4 Second Master's Incentive Increment: \$1,000
- 3.2.5 Doctorate Incentive Increment: \$1,000

ARTICLE IV: HOURS OF EMPLOYMENT

4.1 While it is recognized that the unit member's work day extends beyond the time spent at the school or department, the usual on-site work day shall be seven and one-half (7 1/2) hours, inclusive of a duty-free lunch period of at least thirty (30) minutes.

4.1.1 Upon request of the Association or the District, a Review Group shall meet to consider any concerns arising from this Article. Issues may include, but are not limited to, a reasonable extension of the number of hours beyond the seven and one-half (7 1/2) hour work day; administrator-required meetings; shortened days for teacher-directed activities; et cetera.

4.1.1.1 The Review Group shall be convened as necessary within ten (10) days and shall include two (2) FMEA appointees and two (2) District appointees. The Review Group shall resolve concerns in a timely manner.

4.2 Seventh and eighth grade teachers ~~in aat middle schools program~~ shall be granted a daily period in which they are to plan and perform duties directly related to the school and instructional responsibilities they have been assigned. K-8 schools will be provided an additional teacher to provide assistance to the 7-8 program. This period shall not include student supervision. In the event of an emergency, when no substitute is available, the principal may require that a teacher provide coverage of another class during his preparation period. Such requirement shall be equitably distributed among unit members in any given preparation period. Pursuant to this provision, no unit member shall be required to provide coverage more than three (3) times in any school year. Consideration in this requirement shall be given to preparation needs of unit members. For all coverage beyond three (3) preparation periods, the unit member shall be paid at the hourly-substitute rate as specified in Article 3.3. Events which have been previously scheduled including, but not limited to, state-wide testing and co-curricular activities, do not constitute an emergency.

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4.2.1 Fourth through sixth grade teachers shall be provided with a daily teacher directed thirty (30) minute preparation period prior to the start of the instructional day, except when assigned yard duty, bus

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or other student supervision duties.

4.2.2 Teachers whose assignment includes a combination class shall not be required to work yard duty. For the purpose of this section a combination class is any regular education class that consists of two grade levels or more.

4.3 The parties agree to meet and negotiate contract language concerning the Middle School programs meeting all state and federal requirements no later than July 1, 2010.

~~Each Seventh and eighth~~ 7-8 grade teachers ~~in at~~ middle schools shall provide two hundred fifty (250) minutes of direct classroom instruction daily to students in addition to activity period responsibilities. A middle school activity period is a thirty (30) minute period in addition to the two hundred fifty (250) minutes of direct classroom instruction. The decision of when the activity period will occur shall be mutually determined between the teachers and the site administrator. Where consensus is not reached the issue shall be referred to the Assistant Superintendent of Educational Services for the final decision. During middle school activity periods, each unit member shall be responsible for direct student contact as approved by the principal. Such activities may include sponsorship of clubs or student organizations, student tutoring, or detention.

4.4 During the time Pre-K/Kindergarten is in session, any non-instructional portion of the Pre-K/Kindergarten teacher's workday shall be spent on the Pre-K/Kindergarten program.

4.5 On days when unit members are scheduled to work but the pupils are not scheduled to be present, on days of an emergency release of pupils or on minimum or rescheduled days, the work day shall be the same as if pupils were present for an entire instructional day. A shorter day may be authorized by the Superintendent or designee.

4.5.1 During parent conference weeks, time not spent on parent/teacher conferences after the student dismissal shall be teacher directed. Time spent on parent/teacher conferences includes conferences scheduled individually between a parent and teacher, conferences scheduled between parents and multiple teachers and any other group or coordinated conferences. During these conferences and weeks that include Back to School Night and Open House, unit members shall only be required to be on site a total of thirty-seven and one-half (37.5) hours a week.

4.6 The basic work year for unit members shall consist of one hundred ~~eighty-four (184)~~ eighty (180) work days and one hundred ~~ninety-four (194)~~ ninety (190) work days for counselors, psychologists, speech therapist, nurses and project specialists. Any additional District-required workdays, beyond a unit member's basic work year, shall be compensated at his/her per diem rate calculated upon base salary. For the 2010-2011 school year the Board of Education will reduce the work-year by four days. See Section 3.1.3 above.

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Assigned work days shall be determined by the District and shall not

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include the following:

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| Independence Day            | Labor Day                      |
| Veteran's Day               | Thanksgiving Day and Day After |
| Christmas Day               | New Year's Day                 |
| Martin Luther King, Jr. Day | Memorial Day                   |
| Presidents' Day             | Day after Easter Sunday        |

4.8 There will be a maximum of twenty-eight (28) administrator-required general staff meetings a year. Twenty-five of those meetings will be staff meetings and three will be collaboration meetings. Such meetings shall begin within 15 minutes after students are dismissed and shall not last more than one hour.

4.8.2 The District may require each unit member to participate in up to thirty (30) hours of professional/adjunct activities and duties beyond the end of the regular work day: Examples include, but are not limited to: SFA, SSC, CELL, DBAC, CCR, DAC, BAC, COMITE, TITLE VII Meetings, PQR, etc. Unit members may voluntarily agree to exceed the 30 hours. Teachers whose assignment includes a combination class shall have 15 hours of adjunct duty. SDC teachers will complete their 30 hour requirement for adjunct duty by doing 15 hours of adjunct duty and applying 15 hours to IEPs.

4.8.4 Staff meetings are directed by the site administrator. The definition of "staff meetings" also include grade level or collaboration meetings held on Tuesdays only. The site administrator has the sole discretion to determine the agenda and the manner in which items are added to or removed from the agenda. The site administrator also has the sole discretion to determine how staff meetings are scheduled and run. Staff meetings are generally held on Tuesdays but may also be held at other times within the sole discretion of the site administrator.

4.8.5 Staff meetings are directed by the site administrator for the purpose of managing the site and curriculum. Staff meetings shall not also include grade level or collaboration meetings unless they are held on Tuesdays. The site administrator has the sole discretion to determine the agenda and the manner in which items are added or removed from the agenda. The site administrator has the sole discretion to determine how staff meetings are scheduled and run. Staff meetings are generally held on Tuesday but may also be held at other times within the sole discretion of the site administrator.

4.10 All classroom Teachers teachers returning shall have a minimum of one (1) day of preparation time in their classroom prior to the start of the school year. (Note. This proposal utilizes existing time to provide more classroom prep time only, it does not provide any increase in days of work or increase in other types of teacher directed time.); provided however that the site administrator has the right to hold a meeting of not more than two hours at the beginning of the workday.

4.13 Qualified math-middle school teachers assigned to do math-intervention/instruction as a professional responsibility during the activity period shall receive a stipend of \$2,500. The stipend shall be twice a year in January and June. Such teachers will be paid at the

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hourly rate of (\$3536.00) for required professional development related this assignment. The professional development hourly work shall be paid on a monthly basis. Teaching the ~~math~~ intervention/instruction during the activity period, shall be voluntary. This language (section 4.13) will sunset on June 30, ~~2010~~2011.

4.14 status quo except hourly rate changes from \$35.00 to \$36.00.

**ARTICLE VIII: CLASS SIZE**

8.1 So long as the District is eligible and funded by the State under the Class Size Reduction Program for kindergarten to third grade, the District shall meet class size requirements under such program for kindergarten.

8.2 For the ~~2009-2010~~2010-2011 school year the maximum class size for participation in the Class Size Reduction Program for Kindergarten and First to Third-grade shall be ~~twenty-one (21)~~ 24 to 1, Grades Two and Three shall be 26 to 1. The intent of this language is to staff ~~at K-1~~<sup>at</sup> Grades 2-3 at 26. However, Kindergarten through Grade One shall have a floating cap of one student for which teachers will be compensated at \$10 per day per student. Grades Two and Three shall have a floating cap of two students for which teachers will be compensated at \$10 per day per student. This compensation does not begin until the Friday after Labor Day to meet other contract language. ~~students.~~ This compensation shall be paid on a monthly basis and begins with the over-enrollment of any student beginning the Friday after Labor Day. Before students are placed, principals will ask for volunteers. Anyone volunteering for an extra-student shall receive that student before that student is administratively placed. If more than one teacher volunteers the student will be administratively placed with one of the volunteer teachers. The District will calculate and issue appropriate compensation. This language will sunset on June 30, ~~2010~~2011. So long as the district is eligible and funded by the State under the Class Size Reduction Program for kindergarten to third grade, the District shall meet class size requirements under such program for grades 1 to 3. If the Class Size Reduction Program is not funded by the state then the maximum class size for kindergarten through third grade classes shall be thirty (30) students.

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8.3 The maximum class size for fourth through ~~sixth-eighth~~ grade classes shall be thirty-two (32) students at K-6 and K-8 schools.

8.4 Combination classes, grades K-6, shall be limited to twenty-eight (28) students. If combination classes include two grades with different class size limits, then those classes shall be limited to the lowest grade's class size limit.

8.5 The District shall employ one (1) certificated staff member for every ~~twenty-four point five (24.5)~~twenty-six (26) enrolled students in grades seven and eight at the middle schools. Administrative, and/or teaching leadership personnel, counselors, special education teachers, and librarians shall be excluded from this calculation. The

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class size ratio will revert back to twenty-three point five (23.5) on June 30, 20102011. The District will calculate and issue appropriate compensation.

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8.7 The District shall not exceed a class size of thirteen (13) in any Special Day Class. If the 14<sup>th</sup> student is enrolled, a stipend shall be paid to the teacher at the rate of \$510.00 per day per student for any student in excess of 13. In no event shall the actual enrollment exceed 14 students. This stipend shall be paid on a monthly basis.

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