

# Tentative Agreement, 6/23

ARE Member Forum, 6/29/2021

# Article 1 - Term

3 year term from July 1, 2021 - June 30, 2024

Reopeners for salary and benefits plus two additional articles in years 2 and 3 of the agreement.

# Article 7 - Hours, Duties, Work Year

Reduction in Supervision Duties

IEP Team compensation

Dual Immersion Program Supports

Secondary Schedules & Late Start

# Article 7 - Hours, Duties, Work Year

## Reduction of Supervision Duties

Agreed to eliminate AM recess supervision for grades 1-6 by January 2022.

Cap maximum supervision duty per day for grades 1-8. Maximum of 10 minutes for all duties except bus duty (15 minutes).

For an unfilled playground supervisor vacancy, covering those duties will be rotated equitably and if the vacancy remains unfilled for two calendar weeks, Members will be compensated thereafter at the workshop rate.

For multiple unanticipated absences of playground supervisors that cannot be covered by other staff, Members will be compensated at the workshop rate.

# Article 7 - Hours, Duties, Work Year

## IEP Team compensation

All Members on an IEP team (including interpreters) will be compensated at hourly per diem for IEP meetings that begin or extend 15 minutes or more after the student day. Members will be paid in increments of no less than 30 minutes.

All Members on an IEP team (including interpreters) will be compensated at the period substitute rate for each IEP meeting that occurs during the Member's prep period after the third such meeting in a school year. Members will be paid in increments of no less than 30 minutes.

# Article 7 - Hours, Duties, Work Year

## Dual Immersion Program

A Dual Immersion program committee will be formed to facilitate communication, collaboration, and to resolve problems.

Each second language dual immersion teacher will be provided with approved textbooks, consumables, materials necessary to meet district curriculum requirements in the second language.

For the term of this agreement, all Dual teachers will receive 25 hours paid at workshop rate for preparation of materials, during school breaks.

Dual combo classes will be provided a daily 3-hour bilingual aide.

# Article 7 - Hours, Duties, Work Year

## Secondary Bell Schedules and Late Start

In 2020, the current MOU practices at the two comprehensive high schools were extended through the 2021-2022 school year.

In 2022-2023 school year, SB 328 mandates later start times for secondary schools: high school start times no earlier than 8:30 AM and middle school start times no earlier than 8:00 AM.

A process was agreed upon to collaboratively develop new secondary bell schedules to reflect the later start times. The proposed schedules will be brought to the bargaining table by January 2022 to negotiate impacts and effects. If a site proposes to exceed the current MOU, the site specific amendments process in Article 24.3 must be followed.

# Article 8 - Class Size

Elementary class size & secondary student contacts overage compensation

Special Education caseload & class size caps

Transparency, the 2 additional FTEs at NHS & RHS



# Article 8 - Class Size

## Elementary class size & secondary student contacts overage compensation

Agreed for elementary class size overage compensation of \$100 per student to be paid per trimester.

Secondary student contacts overage compensation per semester adjusted to \$150, so that annually compensation is the same for elementary and secondary.

## Article 8 - Class Size

Transparency, the 2 additional FTEs at NHS & RHS

Agreed that upon request, the immediate supervisor will meet with the leadership team to discuss the final determination of how these two FTEs will be utilized. The leadership team will designate one person to take minutes during the meeting and those minutes will be included in the leadership team's regular report.

# Article 8 - Class Size

## Special Education

Agreed upon class size and caseload caps for SpEd preschool, SDC, RSP.

For preschool and SDC classes, when a soft cap is reached, the class receives additional paraprofessional support up to the hard cap.

Agreed to form a work group to address and make recommendations to the bargaining teams regarding the varying workload, caseload, and class size concerns in the blended RSP & SDC model at Giano & Alvarado.

For SLPs, a 50:1 staffing ratio. For a member whose caseload exceeds 50, a SLPA will be provided for a minimum of 5.5 hours per week.

| <u>Program</u>                 | <u>Individual class or caseload maximums</u>   |
|--------------------------------|--|
| Preschool – Mild to Moderate   | Caseload maximum of 24<br>Class size maximum of 14<br>(special ed paraprofessional for the student day in classes between 12-14) |
| Preschool – Moderate to Severe | Caseload maximum of 12<br>Class size maximum of 12<br>(special ed paraprofessional for the student day in classes between 8-12)  |
| Mild to Moderate SDC           | Class size maximum of 17<br>(special ed paraprofessional for at least 50% of the student day in classes between 14-17)           |
| Moderate to Severe SDC         | Class size maximum of 12<br>(special ed paraprofessional for at least 50% of the student day in classes between 10-12)           |
| RSP                            | Caseload maximum of 28   |
| Speech & Language              | Staffing ratio 50:1<br>For SLPs with a caseload over 50, a SLPA will be provided for at least 5.5 hours per week.                |

## Article 13 - Health and Welfare Benefits

Increase the benefits cap to \$14,000 effective January 2022.

Benefits will be open for negotiation in years 2 and 3 of the agreement.

## Article 14 - Salary Schedules and Rules

6% on schedule raise effective July 1, 2021. This will be reflected in your first pay warrant of the new school year.

4% off schedule bonus in August 2021.

5% off schedule bonus during the 2022-2023 school year

Salary will be open for negotiations in years 2 and 3 of the agreement

A retirement incentive for the 2023-2024 school year.

# Retirement Incentive

- Incentive during the 2023-2024 school year
- For Members with at least 10 years of full time service who are age 55 or older
- Incentive will be at least 52% of the final year base salary. Final benefit level to be determined no later than October 15, 2022.
- Members choosing to participate will need to opt in no later than February 1, 2023.
- Participating Members would separate from the district at the end of the 2023-2024 school year.

# Article 17 - Grievance Procedures

We have agreed upon revisions to update language for clarity and to clean up outdated terms.



## Article 21 - Concerted Activities

The concerted activities article limits the Association's rights to strike, to stop or slow down work, to picket, or to participate in other forms of concerted action.

Our goal at the table was to work on eliminating as much of this article as possible. We reached agreement to remove 2 of the 3 sections in the article.

# Article 24 - Site-Based Decision Making

The District has agreed that site administrators will send electronically a list of extra duty assignments or other non-classroom compensated assignments a minimum of two weeks prior to filling the position.

Site administrators will consider a recommendation from each department prior to filling the position.

# Appendix B

Several JV coaching assignments that were missing have been added.

CTE department chair added to replace outdated department title.

Intermediate subject area coordinators revised to be included in the section for department chairs.

Bilingual and Special Education stipends increased to \$2,000.