

TENTATIVE AGREEMENT

CAPISTRANO UNIFIED SCHOOL DISTRICT COMPREHENSIVE PROPOSAL TO CAPISTRANO UNIFIED EDUCATION ASSOCIATION

March 30, 2015

The current "Agreement between the Capistrano Unified School District and Capistrano Unified Education Association" (Agreement), expired on June 30, 2014. Except as amended in this document and/or attachments hereto, the Agreement shall remain in full force and effect through June 30, 2015.

The District proposes to amend the Agreement as follows:

ARTICLE 1 - Designation of Parties and Length of Agreement

- 1.1 This agreement is made and entered into this 22nd day of July, 2015. ~~July 2013 and is effective for the period July 1, 2014 through June 30, 2015 for the 2013-2014 contract year by and between the Capistrano Unified School District, hereinafter referred to as "District,"; and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as "Association."~~
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.
- 1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2015, when it shall terminate.
- ~~1.5 Notwithstanding the provisions of Section 1.4, either party to the Agreement shall have the right to reopen for the 2011-12 school year for negotiations two articles of the Agreement on or before April 1, 2011 per Article 12.1 of the Agreement.~~

ARTICLE 5 - Hours of Employment

~~(Insert latest Article 5 proposal here)~~

(See attached)

ARTICLE 8 - Class Size

MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO
UNIFIED SCHOOL DISTRICT AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

GRADES TK THROUGH 3 CLASS SIZE

This Memorandum of Understanding (MOU) affirms the parties' specific agreement as it pertains to Article 8 (Class Size) including sections 8.2 through 8.5 of the parties' Agreement, as amended.

Section 8.3 of the Agreement establishes a staffing ratio including staffing for grades K-3. Section 8.5 of the Agreement sets class size maximums.

The parties agree that the class size maximums shall be as set forth below:

Transitional Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Grades 1 - 3	32:1
Grades 4 - 5	33:1
Grades 6 - 8	35:1
Grades 9 - 12	36:1

At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language)

The parties hereby agree that Article 8, including sections 8.2 through 8.5 as amended, and this MOU, constitute "a collectively bargained alternative annual average class enrollment for each schoolsite" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of California's Education Code.

[Dates and Signatures.]

Sally White 3/30/15 *Jodee Sanchez* 3/30/15

(The District proposes amendments to Article 8 as indicated below:)

ARTICLE 8 - Class Size

- 8.1 It shall be the aim of the District to establish class sizes which are as nearly equal in size to one another as are appropriate given the enrollment at the school site, the capability of the students, the grade level taught, and the content of the course, and the master schedule.
- 8.2 If for any reason the staffing ratios as listed in 8.3 cannot be maintained, both parties agree to re-open negotiations to discuss this issue.
- 8.3 It is agreed that the District staffing ratio for regular classroom teachers shall be:

Transitional Kindergarten:	30.5 students to 1 teacher
Kindergarten	30.5 students to 1 teacher
Grades 1-5:	31.5 students to 1 teacher
Grades 6-8:	32.5 students to 1 teacher
Grades 9-12:	34.5 students to 1 teacher

8.3.1 The following are excluded in the above ratios: RSP staff, SDC staff and SDC students.

8.3.2 The class size ratio shall not apply to sections within the Class Size Reduction program.

8.4 Grades TK-3 class sizes are subject to modification, based upon continued participation in the State Class Size Reduction Program.

8.5 The number of students enrolled per class shall not exceed the maximums listed below: At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language):

Kindergarten	32 students to 1
Grades 1-5	33 students to 1 teacher
Grades 6-8	35 students to 1 teacher
Grades 9-12	36 students to 1 teacher
<u>Transitional Kindergarten</u>	<u>33:1 (2013-14 and 2014-15); 32:1 (thereafter)</u>
<u>Kindergarten</u>	<u>33:1 (2013-14 and 2014-15); 32:1 (thereafter)</u>
<u>Grades 1 - 3</u>	<u>32:1</u>
<u>Grades 4 - 5</u>	<u>33:1</u>
<u>Grades 6 - 8</u>	<u>35:1</u>
<u>Grades 9 - 12</u>	<u>36:1</u>

8.5.1 ~~If at any time after the 15th student day of the school year, if the a-class size maximum is exceeded in grades 4 or 5, then the teacher shall receive one full day release per month by a substitute for every month that the class exceeds the above stated maximum, receive the equivalent of one full day of substitute pay (at the District's current rate) for each month that the class exceeded the above stated maximum.~~

8.5.2 ~~If at any time after the 15th student day of the school year, if the a-class size maximum is exceeded in grades 6-12 in the following academic classes; English, Math, Science, Social Studies, and Foreign Languages, the teacher shall receive the equivalent of one full-day of substitute pay (at District's current rate) per class that exceeds the above stated maximum. One period of release time will accrue monthly from September through January and February through June for each class section that exceeds the stated maximum. The release time must be provided by a district substitute, rather than a unit member, receive the equivalent of one full day of substitute pay (at the District's current rate) for each month that the class exceeded the above stated maximum.~~

~~8.5.2.1 The teacher shall submit 3 possible release dates within the affected month or semester to the site administrator. The teacher and site administrator shall then mutually agree, from the 3 dates submitted, when the release day shall be taken.~~

~~8.5.2.2 Teachers who receive a release day due to exceeding class size maximums shall work collaboratively with the site administrator to determine the location in which they work. It is expected that teachers work on school-related activities during the release time and that, whenever possible, the work location will be at the school site.~~

8.6 Assignment of special education teachers and speech pathologists shall comply with existing state regulations.

8.6.1 In the event that a waiver application for an increase in the size of a special education class becomes necessary, the teacher of that class shall be consulted by the District and his/her response shall be recorded on that application.

8.7 The staffing ratios for the following positions shall be:

Counselors 6-8	0.5 per school
Counselors 9-12	1 per comprehensive high school
Nurses	1 per Family (i.e. High School feeder pattern)
Psychologists	3000:1

~~8.8 CUSD acknowledges that grades Kindergarten, 4 and 5 grades are not able at this time to fully participate in Option 1 Class Size Reduction. In order to assist those teachers, the following is provided to K, 4, 5 teachers:~~

~~8.8.1 Each affected teacher will receive a total of 1 ½ days (preferably ½ day each trimester) of duty free release time provided by substitutes.~~

~~8.8.2 This duty free release time is provided for preparation at the school site of report cards and parent conferences.~~

~~8.8.3 The site administrators will be responsible for scheduling the substitute days in cooperation with the affected teachers.~~

ARTICLE 14 - Wages

Amend Article 14 and applicable schedules to reflect the following:

- Effective February 1, 2015, increase salary schedules by two percent (2%);
- For the 2014-15 school year provide each CUEA unit member, employed as of the date the tentative agreement is ratified by CUEA and approved by the Governing Board (whichever is later), a one percent (1%) one time collaboration payment.

14.10 Department Chair Selection

14.10.1 Each high school shall be eligible for a total of eight positions at a 10% stipend. Each middle school shall be eligible for a total of ~~six~~ seven positions at a 7% stipend. Stipends shall not be shared.

14.10.1.1 Each department shall submit up to two nominees for the position of Department Chair after considering all volunteers who express interest. The names will then be forwarded to the ~~principalschool site administrator~~. Prior to April 1 of each year, the principal ~~shall~~will email the staff requesting each department begin the department chair selection process. Each department chair, during the month of April, shall allow all individuals interested in being considered by the principal as the department chair for the following school year to submit their name to a vote. The department members ~~may shall~~ each vote for a minimum of one and a maximum of two nominees. The top two vote getting individuals ~~shall will~~ have their names forwarded to the principal for consideration. In the event there is only one name, that name shall be forwarded to the principal for consideration.

14.10.1.2 The ~~principal school site administrator~~ shall make a selection based on the names submitted, if an individual is suitable for the position.

14.10.1.3 However, if after reviewing the qualifications of the two nominees in relation to the job responsibilities, the principal does not feel comfortable appointing the nominees as a Department Chair, he/she may request additional names for consideration.

14.10.2 The Assistant Superintendent, Education, or designee, shall identify designated Department Chair positions and provide a list of those remaining positions which are at the discretion of the ~~principalsite administrator~~.

Other Issues:

As part of 2015-16 negotiations, the parties agree to revisit and explore negotiable issues related to school of choice and meeting time for support of diverse student learning needs.

In addition, the District is currently exploring funding sources to modify the elementary duty schedule. For example, coverage and other staffing modifications may be provided to enable elementary teachers to recapture time to focus upon instructional design and delivery (planning, preparation, grading, report cards). These issues will be addressed through a pilot MOU for the 2015-16 school year, with the possibility for implementation at the start of the 2015-16 school year.

Sally White 3/30/15 Jodie Benthley
3/30/15

District Response to CUEA

March 30, 2015 (8:00 a.m.)

CUEA PROPOSED LANGUAGE CHANGES TO ARTICLE 5.8 BANKED MINUTES – PROFESSIONAL COLLABORATION TIME

5.8 Banked Minutes – Professional Collaboration Time

After the Board of Trustees adopts annual goals/objectives, CUEA and the District agree to work collaboratively to align all professional collaboration activities to the identified goals/objectives.

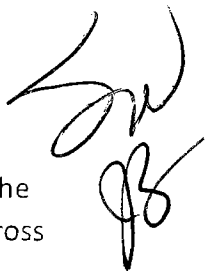
5.8.1 TK-5 ACE days shall be scheduled per month accordingly:

- a. No more than three hours per month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.
- b. No more than one hour per month will be dedicated to professional activities, including individualized and/or collaborative reflection and application of information directly connected to the identified goals/objectives.

5.8.1.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

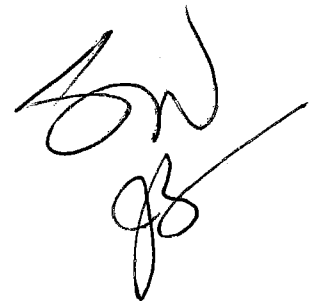
5.8.2 6-8 ACE days shall be scheduled per month accordingly:

- a. No more than three hours a month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.
- b. No more than one hour per month will be dedicated to professional activities, including individualized and/or collaboration reflection and

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application of information directly connected to identified goals/objectives.

- 5.8.2.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.
- 5.8.3 Late Start days at the high school level shall be scheduled with input and approval of the Principal and teachers at the site. Teachers shall give input on the frequency, duration and usage of late start days, with no more than four hours per month dedicated to professional development and/or departmental/subject matter collaboration time. Late Start schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.
- 5.8.4 Faculty/staff meetings shall be no longer than one hour in length and may be conducted once a month as a component of the one hour per week collaboration time. Monthly faculty/staff meetings are not required and information may be provided by administration via email, memorandum, and/or handouts in lieu of time dedicated at a staff meeting.

A handwritten signature in black ink, consisting of stylized cursive letters, possibly reading 'BN' or 'BN' followed by a flourish.