Tentative Agreement Between the Hesperia Unified School District and the Hesperia Teachers Association

July 27, 2010

Article 9: Salary

Beginning in the 2010/11 fiscal year, the teacher salary schedule shall be reduced by 1% and the reduction will continue through the duration of the MOU, subject to subparagraphs A, B, and the Restoration Language below.

A. If for 2011/12 the state does not provide a funded COLA of at least 1.05% and total projected BRL revenue is at least $1.1 million less than projected in the MYP submitted for the 2010/11 Adopted Budget ($104,377,790) the 1% salary reduction shall become 2% for the remainder of the MOU period.

B. If for 2012/13 the state does not provide a funded COLA of at least 1.20% and total projected BRL revenue is at least $1.1 million less than projected in the MYP submitted for the 2010/11 Adopted Budget ($107,939,420) the 1% salary reduction shall become 2% for the remainder of the MOU period.

Step increases shall be deferred from July 1 to an effective date of approximately April 1st, three-fourths of the work year, for 2010/11, 2011/12, and 2012/13.

Column increases will be paid according to current contract language.

Current contract language for payment for elementary class split splitting and secondary period subbing shall be suspended for the duration of the MOU.

Restoration Language:

It is the intention of the parties that if, during the duration of this agreement, the funding provided to the district by the state increases above the level anticipated in the district's three-year multi-year projection submitted with the adopted budget for 2010/11, salary restorations shall be made. Any salary restoration made under these provisions shall be on-going.

a. For each year of the agreement, the actual funded base revenue limit per unit of ADA provided by the state shall be compared to the amount projected for that year in the 2010/11 MYP for that year. The calculation is to be performed at second interim, to be retroactive to the beginning of that fiscal year.

Hesperia USD est. @ 2010/11 Adopted Budget

YEAR	2010/11	2011/12	2012/13
COLA Est.	-0.39%	2.10%	2.4%
FUNDED BRL/ADA	$4,931.93	$5,034.71	$5,155.54
PROJ P2 ADA	20,510.39	20,731.64	20,936.59
PROJ BRL REVENUE	101,155,800	104,377,790	107,939,420

b. If there is an increase of at least $35 in BRL per unit of ADA, restoration of the 1% salary reduction shall be the first priority, .50% shall be added back to the salary schedule for the first increase of $35 and an additional .50% for the next increment of $35.

c. After restoration of the salary reduction the next priority is to restore furlough days and the salary for those days. If, after restoration of the 1% salary reduction, there is a further increase of at least $35 in BRL per unit of ADA, .54% shall be added back to the salary schedule and one workday shall be added back to the work year. An additional .54% shall be added for each $35 increment above the amount of BRL per unit of ADA planned for that year and additional days shall be added back at the rate of one per each .54% salary restoration.

d. After restoration of the salary reduction and furlough days, the next priority is to restore step increases. If, after restoration of the 1% salary reduction and all 9 furlough days, there is a further increase of at least $35 in BRL per unit of ADA, step increases shall be restored to those whose step increases were delayed until April 1st. Step increases shall be restored at the rate of one quarter of the year per $35 increase. For example, the step increase would be paid effective the prior January 1st if the BRL increased $35, and would be paid effective the prior October 1st if the BRL increased $70 at second interim.

e. To avoid "double-counting", if in any year a salary restoration is made using the provisions of paragraph b., the BRL planned for each subsequent year and used as a baseline for restoration shall be increased by the dollar amount already used to provide salary restoration.

Example:
Est. Funded BRL/ADA for 2011/12 = $5,034.71 @ 2.10% COLA.
Est. Funded BRL/ADA for 2012/13 = $5,155.54 @ 2.40% COLA.
Assume instead, COLA is funded at 3.2% for 2011/12 and Hesperia USD Funded BRL/ADA is $5,104.71, or $70 per ADA greater than estimated. 1% salary would be added back to the salary schedule and the adjusted estimate for 2012/13 would be $5,225.54 @ 2.4% COLA.

f. In any year in which ADA increases by more than 100 units over the projected ADA for that year as shown in the multi-year projection submitted with the 2010/11 budget, 1/3 of the base revenue limit for each unit of growth ADA will be allocated to restoration of salary.

g. The District may, at its sole discretion, increase the salary schedule even further at any time until it is restored to 100.0%.
h. The Association or the district may open the salary Article following either the enactment of the State budget, or the federal budget to discuss any additional revenue that maybe used for salaries (such as additional Federal Stimulus funding). The Parties may also re-open the salary Article as allowed under the duration Article of this Agreement.
i. By July 31, 2010, the district will provide the association with a copy of the three-year multi-year projection submitted with the adopted budget for 2010/11. This document will be in the SACS format.

The parties to this agreement recognize that the restoration language anticipates that the state school finance system remains as prescribed in current law. If there is a significant change in state law, the parties agree to re-open this agreement for the purpose of modifying the restoration provisions to ensure that after any statutory changes, the effect on the parties is as anticipated in this agreement.

Article 10: Health and Welfare

The Opt Out payments will be eliminated effective with fiscal year 2010/11 and for the duration of the MOU.

Article 12: Leaves

Under normal circumstances bereavement leave is designed to be taken at the time of immediate family member death. When, however, extenuating circumstances occur and with the immediate supervisor's approval, bereavement leave may be taken within six (6) months of the family member's death. The supervisor shall not arbitrarily withhold approval. This change shall remain in effect for the duration of the MOU.

Article 13: Work Year

The work year shall be reduced by 9 days, with a commensurate decrease in salary of 4.86%, for each year of the MOU. This is in addition to the 1% salary reduction included in Article 9, Salary, and may be reduced per the restoration language included in Article 9. Each day represents .54% of salary.

Over-contract hours are reduced from 30 hours to 20 hours for the duration of the MOU.

Up to five (5) minimum days at elementary schools at the end of the first trimester for the purpose of parent conferences will be allowed provided sufficient minutes are available after meeting state-required annual minimum instructional minutes for the duration of the MOU.

The work year will be 175 instructional days for the duration of the MOU, except if restoration of salary and then furlough days. The first day added back shall be an instructional day, the second day shall be a non-instructional day; this alternating pattern shall be used for restoration for the remainder of the days.

The attached calendar reflects the reduction in the work year for 2010/11. For subsequent years, the parties will negotiate the placement of the five (5) instructional furlough days only, beginning by October 1st of each year for the following years' calendar for the years 2011/12 and 2012/13.

Article 14: Class Size

The class size limits for core academic classes are listed below.

	Staffing Ratios shall be:	Class Size Maximums shall be:
K-3	31:1	33
4-6	32:1	34
7-8	31:1	38
9-12	31:1	38

The District will make every reasonable effort to ensure classes do not exceed the maximums. In the event that, after five (5) weeks of school, a class exceeds the maximum, the teacher, department chair or grade level leads, and site administrator will meet to discuss possible remedies.

Article 23: Early Retirement

Status quo.

Term

The MOU will be for three years through June 30, 2013. For 2010/11 and 2011/12 the contract is closed. For the fiscal year 2012/13, each party may re-open Article 9, Salary, including the restoration language for Salary and Restoration of Salary commensurate with restoration of furlough days, and one other article.

Hesperia Unified School District

Hesperia Teachers Association