

**Tentative Agreement between the Hesperia Unified School District and the Hesperia Teachers Association**

**August 17, 2012**

**Article 9: Salary**

For the 2012/13 fiscal year, (1) the current teacher salary schedule shall be increased by .5%, then (2) two work days will be added to the work year, increasing the salary schedule by the equivalent of two days' salary. Finally, (3) the full value of the 1% reduction to the salary schedule applied in 09/10 will be restored to the current salary schedule. These increases will be retroactive to the beginning of the fiscal year, July 1, 2012.

Step increases shall be deferred from July 1 to an effective date of approximately April 1<sup>st</sup>, three-fourths of the work year, for 2012/13, 2013/14, and 2014/15.

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 Agreement.

**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 2012/13, 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 2012/13 MYP for that year. The calculation is to be performed at second interim, to be retroactive to the beginning of that fiscal year.

The current estimate using the School Services of California (SSC)  
Dartboard as reflected in the 2012/13 Adopted Budget

YEAR	2012/13	2013/14	2014/15
COLA Est.	0%	2.5%	2.7%
FUNDED BRL/ADA	\$5,202.07	\$5,333.71	\$5,477.72
PROJ P2 ADA	20,377	20,377	20,377

- b. If there is an increase of at least \$35 in BRL per unit of ADA, restoration of any remaining 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, until any remaining salary reduction has been restored.
- 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 any salary reduction, there is a further increase of at least \$35 in BRL per unit of ADA, one workday shall be added back to the work year, increasing the salary schedule by the equivalent of

one day's salary. An additional work day shall be added, increasing the salary schedule by the equivalent of one day's salary 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 equivalent day of salary restoration.

- d. After restoration of the salary reduction and furlough days, the next priority is to restore step increases. If, after restoration of any 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 1<sup>st</sup> if the BRL increased \$35, and would be paid effective the prior October 1<sup>st</sup> if the BRL increased \$70 at second interim.
- e. Once full restoration has been made, for each additional \$35 of increase above the BRL per unit of ADA, the salary schedule will be increased by 0.5% up to a maximum of 1.0%.
- f. To avoid "double-counting", if in any year a salary restoration is made using the provisions of section 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.
- g. In section c above, the parties agree to meet to consider other possible methods of allocating restoration amounts.
- h. In any year of the agreement 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 2012/13 budget, 1/3 of the base revenue limit for each unit of growth ADA will be allocated to restoration of salary.
- i. The District may, at its sole discretion, increase the salary schedule even further at any time until it is restored to 100.0%.

**Concession 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 decreases below the level anticipated in the district's three-year multi-year projection submitted with the adopted budget for 2012/13, salary reductions shall be made. Any salary reductions made under these provisions shall be on-going, but may be offset by salary restorations in subsequent years as described in the section entitled Restoration Language.

- j. 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 2012/13 MYP for that year. The calculation is to be performed at second interim, to be retroactive to the beginning of that fiscal year.

The current estimate using the SSC Dartboard as reflected in the 2012/13 Adopted Budget

YEAR	2012/13	2013/14	2014/15
COLA Est.	0%	2.5%	2.7%
FUNDED BRL/ADA	\$5,202.07	\$5,333.71	\$5,477.72
PROJ P2 ADA	20,377	20,377	20,377

- k. If there is a decrease of at least \$35 in funded BRL per unit of ADA, one work day will be removed from the work year, reducing the salary schedule by the equivalent of one day's salary. If there is a further decrease of \$35 in funded BRL per unit of ADA, an additional day will be removed from the work year, reducing the salary schedule by the equivalent of one day's salary. For each additional \$35 increment of decrease below the amount of BRL per unit of ADA planned for that year, an additional work day will be removed from the work year, reducing the salary schedule by the equivalent of one day's salary, up to but no more than the maximum days needed for a 160 day school year as approved by the state in the 2012 Budget Act.
- l. To avoid "double-counting", if in any year a salary reduction is made using the provisions in this Agreement, the BRL planned for each subsequent year and used as a baseline for additional reductions shall be decreased by the dollar amount already used to provide salary reductions.
- m. 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 may be 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.
- n. By July 31, 2012, the district will provide the association with a copy of the three-year multi-year projection submitted with the adopted budget for 2012/13. This document will be in the SAC5 format.

In calculating the funded BRL per unit of ADA for the purposes of paragraphs a and j, the parties shall only use changes to the Funded Base Revenue Limit which do not result from supplanting of other revenue sources (e.g. "sweeping" categorical funds, weighted student formula, or some other change in funding). 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 the State school finance law, the parties agree to re-open this Agreement for the purpose of modifying the restoration or concession 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 Agreement.

#### **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 Agreement.

**Article 13: Work Year**

The 2012/13 work year shall be increased to 178 days. For each subsequent year of the Agreement, work days may be increased or reduced per the restoration or concession language included in Article 9.

The attached calendar reflects the reduction in the work year for 2012/13. For subsequent years, the parties agree the five (5) instructional furlough days will be placed to extend the winter break to include the first full week of January. For 2013/14 and 2014/15, should additional furlough days be restored or added, the parties will negotiate the placement of these days only, beginning by October 1<sup>st</sup> of each year for the following year's calendar. The following two days will be added to the work year for 2012/13:

January 11, 2013 – Collaboration (per contract language regarding approved use of collaboration Wednesdays.)

May 31, 2013 – Teacher work day

Over-contract hours will be up to 25 hours for the duration of the Agreement

**Article 14: Class Size**

The class size limits for core academic classes (Math, English/Language Arts, Science, Social Studies) 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

Although the above maximums are intended to be limits, the District and Association agree to work together to develop creative solutions if and when classes exceed these limits. In the event that, after five (5) weeks of school, a class exceeds the maximum, the teacher, department chair/grade level lead, HTA representative (i.e., negotiator) and site administrator will meet to discuss possible remedies.

**Article 23: Early Retirement**

A. The parties agree that eligible retirees, hired after January 1, 2013, will be eligible for retirement benefits when they have 15 years of service with HUSD and have reached 60 years of age.

B. An early retirement offering will be considered for the 2012/13 school year only, for those meeting existing eligibility requirements, subject to an analysis which shows no district cost for the program. If an early retirement program were to be implemented, the process will be:

Board adopts Resolution to approve plan

Enrollment window would open after Board approval

Enrollment packets would be distributed to eligible employees

Employee orientation meetings and employee workshops would be held

Enrollment window would close

Board would approve or cancel the plan based on actual plan enrollment

District would announce decision

Employees would resign from District employment upon completion of the 2012-2013 school year

Benefits would commence on August 1, 2013

**Term**

The Agreement will be for three years through June 30, 2015. For 2012/13 and 2013/14 the contract is closed, except if the conditions of section m should arise. For the fiscal year 2014/15, each party may re-open Article 9, Salary, including the restoration and concession language for Salary and Restoration of Salary commensurate with restoration of furlough days, and one other article.

Hesperia Unified School District

Hesperia Teachers Association

	
	
	
	
	
	