

**TENTATIVE AGREEMENT BETWEEN
CENTRALIA SCHOOL DISTRICT
AND
THE CENTRALIA EDUCATION ASSOCIATION**

April 29, 2011

All provisions of the current CEA collective bargaining agreement shall remain in full force and effect except as indicated below:

CONTRACT

Article 1 – Agreement

1.3 Except as otherwise specified herein this Agreement shall take effect July 1, 2011, and remain in full force and effect through June 30, 2012, or until a new successor agreement is ratified by both parties.

1.3.1 2011-12 Reopener

The District may reopen negotiations for 2011-12 on wages (Article 4) if the 2011-12 Funded Base Revenue Limit (BRL) per ADA decreases by \$330 dollars or more from the Governor’s 2011-12 January Budget Proposal. For purposes of this calculation, the funded BRL per ADA for the Centralia School District per the Governor’s 2011-12 January Budget Proposal for the 2011-12 fiscal year is \$4,963. If the 2011-12 funded BRL per ADA decreases by less than \$330 dollars from the Governor’s 2011-12 January Budget Proposal, the work year shall be reduced by 8 days with a commensurate reduction in salary, with no reopeners on wages, except as provided herein below.

The parties recognize that the contingency language anticipates that the State school finance system remains as prescribed in current law. If there are changes in State school finance allocations, the parties agree to reopen this agreement for the purpose of modifying the provisions to ensure that after any statutory changes, to the greatest degree possible the effect on the parties is as anticipated in the agreement.

Example:

District funded BRL per ADA per Governor’s January Budget Proposal for 2011-12 Budget = \$4,963

\$4,963 – \$330 = \$4,633 (or lower) – District has the right to reopen

CEA may reopen negotiations for 2011-12 on wages (Article 4) and/or work year (Article 3) if the Funded Base Revenue Limit (BRL) per ADA increases by \$50 dollars or more from the Governor's 2011-12 January Budget Proposal. For purposes of this calculation, the funded BRL per ADA for the Centralia School District per the Governor's 2011-12 January Budget Proposal for the 2011-12 fiscal year is \$4,963.

Example:

District funded BRL per ADA per Governor's January Budget Proposal for 2011-12 Budget = \$4,963

\$4,963 + \$50 = \$5,013 (or higher) – CEA has the right to reopen

If the District or CEA reopens negotiations pursuant to the above, the parties shall complete the public notice process and commence negotiations no later than September 29, 2011. The parties shall attempt to reach agreement during three full day negotiation sessions scheduled between the periods of September 15, 2011 through November 15, 2011. The dates for these meetings will be as follows: September 29, 2011, October 27, and November 10, 2011.

MOU

Notwithstanding the above, the District and CEA agree to the following temporary changes to the current certificated collective bargaining agreement for the 2011-12 school year only. This Memorandum of Understanding shall terminate on June 30, 2012 at which time the provisions of the current certificated bargaining agreement shall be restored.

Article 3 – Hours of Employment

3.1 Work Year

- 3.1.1 The work year for unit members shall be reduced by 10 days for the 2011-12 school year. This reduction shall be applied as follows; Teachers, SLP's, Nurses & Audiologists work year shall be reduced to 176 days; Counselors & Social Workers shall be reduced to 186 days; School Psychologists shall be reduced to 190 days. In the event the 2011-12 funded BRL per ADA decreases by less than \$330 dollars from the Governor's 2011-12 January Budget Proposal, the work year shall be reduced by 8 days. For purposes of this calculation, the funded BRL per ADA for the Centralia School District per the Governor's 2011-12 January Budget Proposal for the 2011-12 fiscal year is \$4,963. The

allocation and scheduling of any furlough days shall be determined by the District in consultation with CEA.

- 3.2.6 *(last sentence)* ~~One modified day per month shall~~ Fifteen modified days per year shall be reserved exclusively for unit members for ~~on-site~~ preparation and planning.

Article 4 – Wages

- 4.1 For the 2011-12 school year, the certificated salary schedules shall be reduced to reflect the modifications referenced in 3.1.1 above.

Article 6 – Leaves of Absence

6.3.9 Notwithstanding the provisions of 6.3.1 through 6.3.7, unit members shall be permitted to use seven (7) days of personal necessity each school year so long as such absence is not directly or indirectly related to considering, planning or engaging in illegal work stoppages or slow downs. ~~Members of the unit may not take leave authorized under this section during the first and last five (5) teaching days of each school year, or the day prior to or following a regularly scheduled recess period or holiday, or on school-based and staff development days, or to seek other employment.~~

6.3.9.1 Unit members who desire to use ~~one (1)~~ the seven (7) days of personal necessity ~~day~~ under this section on the day immediately preceding or immediately following a holiday must request, in writing on an identified request form, advanced approval of at least 10 working days from their immediate supervisor with a copy to the Human Resources Department for final approval (the request document must arrive in the HR department at least 10 days prior to the date selected). The request shall not indicate the specific reason for the desired use of the seven (7) days ~~day~~ of personal necessity leave. Such verifications shall contain a statement assuring that any personal necessity leave use was not related to a work stoppage or slowdown. Approval shall be limited to 10 unit members on a particular day due to the availability of substitutes for coverage.

Article 8 - Class Size

- 8.1 When determining the number of unit members to be assigned to a building, the District shall divide the total student enrollment by ~~twenty nine (29)~~ thirty one (31). The resulting quotient shall be raised to the next highest whole number if the quotient contains a decimal which is .5 or above. The number of unit members determined to be assigned to a building shall not include special education teachers, nurses, funded resource teachers, or psychologists.
- 8.2 ~~The District shall provide one (1) release day for teachers in any class with student enrollment in excess of twenty nine (29) in grades K through 6 at the end of the first month's school attendance report and one (1) release day at the end of~~

~~the fifth month's attendance report for teachers in any class with student enrollment in excess of twenty nine (29) in grades K through 6. These days shall be for the purpose of administering individual reading assessments, report card preparation, parent teacher conferences, record keeping and instructional related planning. These days shall be scheduled with the prior consent of the site administrator and the teacher must remain on campus. This provision shall be applicable to Special Day Class teachers.~~

Article 11 - Procedures for Evaluation

A moratorium on evaluations for one year shall be implemented for the purpose of piloting the new evaluation tool. This will result in the current evaluation cycle being suspended for one year. The members who would be evaluated in the 2011-2012 year would not be evaluated until 2012-2013. The members who would be scheduled to be evaluated in the 2012-2013 year would not be evaluated until 2013-2014.

The District shall reopen negotiations to negotiate the language related to the processes, structure and procedures for the purposes of implementing a three (3) year formal evaluation cycle in accordance with Education Code section 44664(3) following the issuance of the recommended changes to the evaluation tool from the Evaluation Committee. If the new evaluation tool is not approved by April 2012, then we revert back to existing contract language.

For the District: _____ Date: _____

For the Association: _____ Date: _____

For the Association: _____ Date: _____