

Appendix I

Current MOU

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
COMPENSATION PROPOSAL

1/AVUH
District Proposal
September 23, 2011
11:30 am

9/23/11

J. B. E.

On June 30, 2011, Governor Jerry Brown signed the Budget Act of 2011. The budget includes a provision to trigger mid-year cuts if the revenues do not materialize as anticipated. Tier One cuts, totaling \$600 million and affecting a wide variety of programs, will occur if the revenue shortfall is more than \$1 billion. Tier Two cuts, totaling up to \$1.9 billion and affecting Proposition 98 programs, will occur in February 2012 if the revenue shortfall is more than \$2 billion.

Specifically, if State General Fund revenues fall \$2 billion or more short of the amount assumed in the budget (Tier Two), a new reduction of up to 4 percent (\$1.5 billion) will be imposed upon K-12 education. The actual amount will be proportionate to the amount the shortfall exceeds \$2 billion. If the reductions are imposed, school districts may reduce the number of instructional days and minutes by up to seven days, subject to collective bargaining agreements. These seven days would be in addition to the five-day reduction allowed previously. This provision is effective February 2012.

Article 3, Salaries and Benefits

Revise section 3.0 as follows: "The salary schedule for the 2011-2012 school year shall increase the 2010-2011 salary schedule by zero percent (0%). The salary schedule is contained in Appendix A."

Revise section 3.13, (See Attachment)

- This includes reimbursement for first semester costs, incurred after October 1, 2011.

Article 4, Employee Workday and Duty Obligations

No changes to this article

Article 9, Class Size/Student Contacts

Starting with the 2011-12 school year, Article 9 will be applied as amended. (See Attachment)

Appendix D, Extra Duty Pay Schedule

Stipends earned during the Fall semester of the 2011-2012 school year will be paid during the Spring semester of 2012.

Trigger Implementation

To account for the potential mid-year cuts, the District proposes the following reductions, in the event the triggering events occur:

- If the mid-year reduction in State revenue to the District for the 2011-2012 school year is between \$1 and \$500,000 all stipends in Appendix D, including, but not limited to, Athletics, Activities, Counselor Independent Study Stipend and Department Chairs will be paid at 75% for AVTA unit members.
- If the mid-year reduction in State revenue to the District for the 2011-12 school year is between \$500,001 and \$1,000,000, all stipends in Appendix D, including, but not limited to, Athletics, Activities, Counselor Independent Study Stipend and Department Chairs will be paid at 50% for unit members.
- If the mid-year reduction in State revenue to the District for the 2011-2012 school year exceeds \$3,180,000, in addition to the stipends being paid at 50% for unit members and 50% for non-unit members, for the 2011-2012 school year, for every \$600,000, or portion thereof, State revenue reduction is in excess of \$3,180,000, employees will take one furlough day. (Examples on next page)

Example: State revenue reduction between \$3,180,001 to \$3,780,000 equals one (1) furlough day
State revenue reduction between \$3,780,001 to \$4,380,000 equals two (2) furlough days
State revenue reduction between \$4,380,001 to \$4,980,000 equals three (3) furlough days
State revenue reduction between \$4,980,001 to \$5,580,000 equals four (4) furlough days
State revenue reduction between \$5,580,001 to \$6,180,000 equals five (5) furlough days
State revenue reduction of \$6,180,001 or more equals five furlough days and a .50%
reduction to an employee's 2011-2012 annual salary. Salary reduction to "snap back" for the
2012-2013 school year

- *If furlough days are necessary, the days will be realized as follows: Monday, February 6th, Friday, April 6th, Monday April 9th, Thursday, May 24th, and Friday, May 25th.*
- If legislation is passed to provide teachers with full service credit if the instructional year is reduced below 175 days, the salary reduction noted above will be replaced with a furlough day.
- If the State determines that mid-year budget reductions are required beyond those delineated in the current budget and AB 114, the parties agree to meet and negotiate any impact such reductions may have on employees of the District.

Article 3, Salaries and Benefits

3.13 HEALTH AND WELFARE BENEFITS

The District proposes modifying health and welfare benefits as follows:

- a) **Blue Cross Prudent Buyer Option 1** Annual deductible \$100/\$300, 90%/10% & \$10 office visit coverage, MEDCO prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP.
- b) **Blue Cross Prudent Buyer Option 2** Annual deductible \$100/\$300; 100% coverage; MEDCO prescriptions \$7 generic, \$25 brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP. (This requires a contribution from the employee with the amount being the difference in cost between Blue Cross Option 1 and Blue Cross Option 2)
- c) **Blue Cross Prudent Buyer Option 3** Annual deductible \$300/\$600, 90%/10% & \$20.00 office visit, MEDCO prescriptions \$7 generic, \$25 Brand, mail order (90 day supply) prescriptions \$14 generic, \$60 brand; EAP program.
- d) **Kaiser – Plan A** \$0 office visit co-pay; \$5 Rx; Vision – eye exam and \$150 towards glasses; Chiropractic care \$10 per visit for 30 visits per year.
- e) **Blue Cross California Care** \$10 office visit co-pay; \$5 generic, \$10 brand; Chiropractor \$5 per visit for 40 visits (current plan).
- f) **Delta Dental Incentive Program** with a maximum of \$1,500 Members receive services at the 70% level for the first year, which increases 10% each calendar year with usage.
- g) **Delta DPO Plan** This plan provides a network of dentists with 100% coverage and a maximum of \$2,000 per patient per year. In addition, the plan provides for \$3,000 in orthodontic coverage for children and adults.
- h) **Medical Eye Services Vision Plan 12/12**, \$130 frame allowance (current plan used with Blue Cross Prudent Buyer Plans and Blue Cross California Care Plan).
- i) Provide a mutually acceptable IRC 125 program to permit unit members to utilize pretax dollars for qualified expenditures. IRC 125 contributions shall be held in an interest-bearing escrow account in order to protect the District from future shortages in the IRC 125 account. The District shall preserve that account and its interest until such time as the balance is reduced to zero. All interest accrued will be credited to this account. The District shall provide the Association with a quarterly statement for this escrow account;
- j) **Delta Care PMI Managed Dental Plan**
- k) **Certificated Life Insurance** coverage of \$50,000. The Health and Welfare Benefits Plans are summarized in Appendix C.

Effective October 1, 2011, the cap on health and welfare benefits will be \$1459.02.

All non-permanent certificated employees in the bargaining unit are eligible for coverage from the lowest cost medical plan listed under Article 3.13 only. Non permanent certificated employees have the option of purchasing coverage from a different health plan offered by the District, at the employee's own expense, by paying the difference between the cost of the lowest cost medical plan listed under Article 3.13 and the other chosen plan. Non-permanent employees who achieve permanent status will be eligible to receive health benefits from other District offered health plans in accordance with the health and welfare open-enrollment period.

Article 9
CLASS SIZE / STUDENT CONTACTS

9.0 Total Student Contact Caps are set forth in Appendix F.

9.1 Class caps are subject to modification for purposes such as changes in enrollment and attendance, size and availability of facilities, limitations for special education classes and guidelines for state and federally funded programs. Prior to any modification the Association will be consulted.

9.2

The District will make every reasonable effort to balance class loads and stay within Class Caps. Leveling of classes shall occur within twenty (20) days after the start of the first semester (first quarter for continuation schools) and fifteen (15) days after the start of the second semester (second, third & 4th quarters for continuation schools). Compensation will be based upon average class enrollment. The average will be determined by adding the actual class enrollment of three designated days during each semester, taking that total and dividing by three (3).

First semester: Days for overage compensation would include: The 40th, 60th, and final day of first semester..

Second Semester: Days for overage compensation would include: The 40th, 60th, and final day of second semester.

Compensation is paid on a per semester basis (two quarters equal one semester).

The Overage Fee is based on exceeding the Total Student Contact Cap. Total Student Contact Cap is the sum of the unit member's Class Caps plus one, excluding classes taught as Non-compensated Overage Classes (Appendix F); students enrolled in Non-compensated Overage Classes do not count toward either cap.

PowerSchool (or current student information management system) enrollment on the three (3) identified days determines enrollment. Overage fees to be paid as follows:

Students	Daily Contact Overage Fee # Over Student Contact Cap
1	\$200.00
2	\$400.00
3	\$600.00
Each additional	\$200.00

Non-compensated Overage Classes are indicated by an asterisk (*) in Appendix F. Due to the nature of the classes, the Association and the District recognize that there may be legitimate reasons for these classes to exceed the Class Caps.

9.3 The provisions of this article shall not apply to classes maintained during the summer months in the summer session.

9.4 Special Education class caps are as follows: SDC 21, TMH 12, ED 13, SDD 10, DHH 13, and Autism 8. Daily Contact Overage Fee, as described in section 9.2, will be paid according to the terms of section 9.2, except that a 20% deduction for each instructional aide (including one-on-one aides) assigned to the special education class will be taken from the total to be paid with a maximum deduction of 50% of the payable overage compensation. Special education teachers who are eligible for caseload overages, per section 9.8.2, must choose to receive either the caseload overage or the Daily Contact Overage.

- 9.5 The above provisions shall not be construed to hinder the District's flexibility in utilizing instructional groupings different from the historically standard classroom, such as large group instruction, cooperative teaching teams, pilot programs, or similar nonstandard structures.
- 9.6 Data used to determine if Total Student Contact Caps have been exceeded shall be made available to the Association or Unit Member upon request.
- 9.7.1 Prior to commencement of each school year, guidance counselor workloads for each school, including where appropriate, counselor-pupil ratios, shall be determined by the District after consultation with the head counselor(s) at each site. This consultation will take place during the month of August.
- 9.7.2 **Special education caseloads** will not exceed 28. An overage will be paid at the rate of \$200.00 for each and every student over 28, provided the teacher executes a waiver to permit the excess **caseload**. The overage compensation will be paid per semester. Special education teachers located at continuation schools and CDS schools that maintain **caseloads** in excess of 28 will receive either caseload overages or the **Daily Contact Overages** in accordance with Article 9.2, at the discretion of the unit member.

Appendix F

Class Caps

&

Total Student Contact Caps

APPENDIX F

CLASS CAPS & TOTAL STUDENT CONTACT CAPS

Eligible for Overage Compensation

Effective 2008-2009

	AG	Behavior Science	Visual Arts	Business	Computers	*Drama/ Stage Craft 1-4 or Comb	English	Foreign Lang.	Home Ec	Ind Tech	Lit/Alg Support	Math
Class Caps	33	36	33	33	33	35	34	33	32	31	26	33
Total Student Contact Cap	165 +1	180 +1	165 +1	165 +1	165 +1	175 +1	170 +1	165 +1	160 +1	155 +1	130 +1	165 +1

	Science	P.E.	Social Science	Music Theory/ Apprec.	AVID	Opp.	Senior Seminar	Senior Seminar On-line	Work Exp.	CDS/ Phoenix	Cont. Schools I.S.	Cont. Schools P.E.
Class Caps	33	53	36	36	30	25	35	40	26	26	26	41
Total Student Contact Cap	165 +1	265 +1	180 +1	180 +1	150 +1	125 +1	175 +1	200 +1	130 +1	130	130	205

SPED	SDC	TMH	ED	SDD	DHH	AUTISM	*SDC based on 5 period day. TMH, ED, SDD, DHH & Autism based on 6 period day. Refer to Article 9.5 for terms. Special Education caseloads with a cap in excess of 28 students are eligible for Total Student Contacts Fees, per Article 9.8.2. SPED Teachers who are eligible must choose to receive either the caseload overage or the class cap overage.
Class Caps	21	12	13	10	13	8	
Total Student Contact Cap	105 +1	72 +1	78 +1	60 +1	78 +1	48 +1	

Not Eligible for Overage Compensation

	Acapella Choir	Beg. Instru.	Choral Ensemble Concert	Concert Band	Television Production	Cadet Corps	ROTC 1	ROTC 2-4	Student Gov't.	Dist. Opp.	45 Day Prog.
Class Caps	51	31	51	42	26	41	41	31	36	18	15
Total Student Contact Cap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	Jazz Ensemble	Marching Band	Mixed Chorus	Orchestra	P.E. Athletics	P.E. Drill	Percussion	Show Corps	Symphonic Band	Wind Ensemble
Class Caps	21	101	51	36	66	121	31	36	61	61
Total Student Contact Cap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A