FROM: TRUE Negotiations Team
TO: TRUE Site Rep Council
DATE: January 02, 2014
RE: TENTATIVE AGREEMENT - RE-OPENER ARTICLES for 2012-2013
Collective Bargaining Agreement (Contract)

The TRUE Negotiations Team has had over 20 sessions with TRUSD in the last 11 months. Much has changed over the course of those months, most notably the passing of Proposition 30 which protected school funding from devastating cuts this year. The Articles opened for this round were: Article 4- Work Day/Work year, Article 7- Class Size, Article 14- Salary, Article 15- Employee Benefits, Article 18- Catastrophic Leave, Article 21- Early Childhood Education/Child Development, and Article 25 (new article)- Special Education. We have reached tentative agreement on all articles, for 2012-2013. (We will soon start negotiations on re-openers for 2013-2014.)

SUMMARY OF TENTATIVE AGREEMENT REACHED:

Article 4: Work Day/Work Year
- Elimination of all furlough days
- 186 day work year
  - 177 instructional days (student contact)
  - 1 teacher preparation day (August 14)
  - 2 parent conference days (elementary)/2 collaboration days (secondary)
  - 6 Professional Development days
    - No less than 3 will be dedicated to training for Common Core implementation
  - 4.10.2 changes in number of work days
  - Student Minimum Days
    - Exceptions may occur at Alternative Education Schools

Article 7: Class Size
- Refused to extend the waiver for class size limits & overage payments (see contract at trueassociation.org for specific language)
  - NOTE: We are aware that the current language does not account for all of the configurations in TRUSD and we will be working on correcting it.
- Class size for SDC Mod/Severe in Elementary and Secondary: 12 instead of 15

Article 12: Charter/Alternative School

Article 14: Salary
- No furlough days to reduce salary
- Negotiated to place K-8 counselors on secondary counselor salary schedule which allowed 8 counselors to stay at their schools.
- Deleted restoration language

Article 15: Employee Benefits
- Agreed to language that grandfathers in current employees, when both spouses work for the District. Aligns language with other bargaining units for future employees.

Article 18: Catastrophic Leave
- Added clarifying language and timelines at the request of the Committee Chair

Article 21: Early Childhood Education/Child Development
- Improvement to their salary schedules and language throughout the article
TENTATIVE AGREEMENT - RE-OPENER ARTICLES for 2012-2013 CBA (continued)

Article 26: Special Education – ADDED ARTICLE TO CONTRACT

- **New language:** IEP meetings shall be held, whenever possible, during the school day. The Special Education Department will provide substitute support to Special Education staff and any Member attending the IEP meeting. A form to request these services must be completed, submitted and approved by the Special Education Department prior to the Department providing the substitute support.
- **Caseload change:** Moderate/Severe SDC from 15 in Elementary and Secondary to 12.
- **New language:** Special Education Liaison Committee
  - A Liaison committee will be created for purposes to identify and resolve emerging issues in Special Education
  - The committee will meet once a month. Additional meetings can be scheduled by the district or the association as issues arise
  - The committee shall consist of the Assistant Superintendent of Special Education, Coordinators and a team from TRUE. The committee shall be comprised of administrators, TRUE members and CSEA/paraeducators
- **New language:** Paraeducators
  - Flexible collaboration time shall be made available once a month during the Wednesday morning meeting time for one hour
  - Special Education unit members provide leadership and direction to paraeducators in matters related to the classroom and student instruction, insofar as such direction is not in conflict with that of the principal, program administrator and the para-educator’s contract.
  - Breaks and lunch schedules will be coordinated under the direction of the site principal or special education department chair, and shall not conflict with the para-educator’s collective bargaining agreement.