

**TENTATIVE AGREEMENT BETWEEN  
MILLBRAE SCHOOL DISTRICT AND  
MILLBRAE EDUCATION ASSOCIATION  
FOR THE 2010-2011 AND 2011-2012 SCHOOL YEARS**

The provisions of the parties' current negotiated Agreement shall remain in full force and effect except as specifically modified below in this Tentative Agreement.

**Article 5 Hours**

Amend Article 5 and any other section of the contract, side letters, MOUs, etc. to accomplish the following:

- For the 2010-2011 and 2011-2012 school years, the work year shall be reduced by five (5) student instructional days each year and there shall be no Staff Development Days (currently 3 days) in each of these years.
- Salaries shall be adjusted consistent with these reductions. These reductions in the unit member work year and salary shall be restored automatically commencing prospectively with the 2012-13 school year, absent negotiated agreement otherwise.

**5.1 Work Year/Duty Day**

5.1.3 The Scheduled work week is thirty-five (35) hours including lunch. The unit member and the site administrator may mutually agree to temporary schedule variations. Within the total lunch period, unit members will have a continuous duty-free lunch period of no less than 30 minutes. Teachers shall not be required to provide any student supervision during the student lunch period/lunch recess. This provision shall remain in effect throughout the 2010-11 and 2011-12 school years, and shall return to the original status quo unless differently agreed by the parties.

**5.3 Preparation Period**

5.3.2 Unit members employed at the ~~4th or 5th~~ in accordance with ~~Article 10.1~~ Kindergarten through 5th grade will be assigned ~~120~~ 60 minutes per week within the student instructional day for professional time. K-5 teachers may not be required to provide lesson plans or hands-on supervision for their students during their professional time. Each site administrator along with the ~~4th and 5th~~ Kindergarten

through 5th grade unit members will recommend to the Superintendent a plan for implementation of the program by March 1 for the following year. The plan from each site will be submitted to the MEA president by March 1 of each year. This provision shall remain in effect throughout the 2010-11 and 2011-12 school years, and shall return to the original status quo unless differently agreed by the parties.

#### 5.4 Shortened Day Schedule

The unit members and administrator(s) at each site will determine whether to participate in a shortened day schedule. In order to provide a shortened day, the other four days would be lengthened to make up the time. The purpose of the shortened day is to allow unit members an opportunity ~~to meet for the following purposes:~~ for planning and such other education related topics/activities as may be designated by the teacher. For grades kindergarten through five only, no more than fifty percent (50%) of the meeting time created by a shortened day schedule shall be used for District directed activities. The site administrator will submit the proposal to the Board of Education for approval. This provision shall remain in effect throughout the 2010-11 and 2011-12 school years, and shall return to the original status quo unless differently agreed by the parties.

#### 5.5 Faculty Meetings

District and site meetings will not exceed ~~two (2) per month~~ fifteen (15) per year and will not extend beyond 60 minutes after student (1-8) dismissal. One exception to this sixty (60) minute rule may occur during the school year. For sites in "Watch", "Program Improvement", or "Safe Harbor" status, the maximum number of such meetings shall be twenty (20).

### **Article 9 – Leaves**

#### 9.2 Incentive for Reduced Absences

9.2.6 Amend section 9.2.6 as follows: "Use of compensation time shall count as an absence for this incentive program."

#### 9.5 Personal Business

9.5.1 Unit members are entitled to ~~five (5)~~ ten (10) days for personal leave [Appendix A] per school year. Days utilized for personal leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate. This provision shall remain in effect throughout the 2010-11 and 2011-12 school years, and shall return to the original status quo unless differently agreed by the parties. Unit members are strongly encouraged to provide the District with as much advance notice as possible prior to utilizing the leave. The District shall provide the MEA President with a report on leave usage by unit members no later than June 30 of each year during the term of this Agreement.

## **Article 22 Miscellaneous**

### **22.6 Duration of Agreement/Re-openers**

**2010-11:** This Agreement shall be closed; there shall be no negotiations between the parties for the 2010-2011 school year.

**2011-12:** This Agreement shall be closed; there shall be no negotiations between the parties for the 2011-12 school year except as follows:

If there is a change in federal or state law through legislative, judicial, administrative or other action during or applying to the 2011-12 school year which has or could impact the terms and conditions set forth in this Agreement, or there is an increase or decrease in District unrestricted revenue, either party may reopen negotiations for the 2011-12 school year on specific provisions of the Agreement which are or could be affected by such action. Negotiations will begin within ten (10) school days after a request is made by either party.

## **Article 14 Wages and Benefits**

### **Appendix J**

The LDS/CLAD Certificate Stipend shall be removed from this Appendix, and each cell on the salary schedule shall be increased by \$450.00 effective 7/1/10 (which is then subject to adjustment based on work year). Maintain but adjust BCC and BCLAD stipend to \$500 effective 7/1/10. (Amend section 14.8 of the contract by deleting first sentence and changing "\$1000" to "\$500" in second sentence.)

**Appendix O: Delete current Side Letter regarding Staff Development Days and add this new Appendix O to the Agreement as follows:**

1. The CAC and the Administrative Cabinet will determine District inservice needs for the year. The staff and site administrator will determine topics for site-based inservice days.
2. Three staff-development days will be scheduled outside the adopted contract calendar as follows:
  - a. 2 full days prior to the beginning of the school year.
  - b. Day 3 will be broken into several after-school inservices. Dates for these will be determined at individual sites. Unit members must attend a total of 6 ½ hours of these events to qualify for per diem pay. If a member does not complete the minimum attendance requirements, he/she will not receive any per diem pay for the day-three event.
  - c. Inservice schedules and topics from each site will be distributed to all the sites, thus providing all teachers with opportunities to attend.
3. Attendance will be voluntary; certificated staff attending will be offered the choice of per diem pay for each full day of attendance at their per diem\* rate, per the adopted salary schedule or compensation time.
4. Notwithstanding any other provision of this Appendix:
  - a. If the allocation of State funds supporting these staff development days is eliminated, the staff development days shall be eliminated.
  - b. If the allocation of State funds supporting these staff development days is reduced, the parties shall meet and confer on how to implement such reduction, e.g., through reduction in pay for attending these days or reduction in the

number and/or length of the days.

\* Per diem is calculated by dividing the annual salary appearing on the salary schedule for each certificated attendee by the number of contract days represented by such schedule.

By their signatures below, the representatives of the parties pledge to advocate in good faith for the ratification and approval of this Tentative Agreement by their respective organizations.

Dated: June 21, 2010

Dated: June 22, 2010

For Millbrae School District:

For Millbrae Education Association:

Gregory J. Dennis

Kathy Farnocchi

Cynthia

Pat Drotos

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Thomas M. Gallagher