

April 3, 2012

Dear Alameda Community Member,

I am writing with an important update and some clarifications about our negotiations with our teachers union, the Alameda Education Association (AEA).

**After a Year of Negotiations, the District and AEA Signed a Tentative Agreement Combining and Resolving Two Separate Sets of Negotiations; Negotiations Now Must Separate Again onto Two Tracks**

On March 23, negotiating teams representing the District and AEA reached a tentative agreement that merged and resolved two separate sets of negotiations: both (1) the "reopener" negotiations over class size (Article 9 of the contract) that had been ongoing for more than a year and also (2) the "successor" negotiations over the entire new contract that had just begun in 2012.

The rules of mediation allowed those two tracks of negotiations to be combined temporarily and resolved jointly in order to allow a greater range of compromises to structure an agreement that would be acceptable to both parties. However, if the tentative agreement is not ratified, the rules of negotiations require that the two tracks again be separated.

The tentative agreement came after four sessions with an outside mediator that began on March 7, continued on March 15, and concluded with mediation sessions on March 21 and 22. Given the importance of resolving these negotiations, AEA's President Gray Harris and I both participated personally in the mediation, as did representatives of the state teachers union, the California Teachers Association (CTA). The only way to reach agreement was through compromise. So, after many hours of work by everyone, we all compromised and all signed the agreement.

On March 30, AEA sent an email to the Board of Education letting them know the results of the teachers union vote, which stated the tentative agreement was rejected. In the rest of the letter, I am providing explanations of each element of the tentative agreement and outlining next steps in order to answer questions and to provide transparency.

**Questions and Comments about the Tentative Agreement Indicate Many Misunderstandings of Its Terms**

At the request of AEA, the District did not communicate anything to the public about the terms of the tentative agreement for more than a week following the signing of the agreement on March 23 leading up to AEA's vote on the agreement late last week.

Since making the tentative agreement public, there have been many questions and comments in public discussions of the tentative agreement over the past few days. Whatever opinions people may have of the compromises in the agreement, we hope all will agree that those opinions should be based on the correct facts of what the agreement does and does not provide. In that spirit, here is an explanation of the terms of the tentative agreement.

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## **Duration and Possible Changes through Reopeners**

With the exception of a one-time payment in June 2012 and a side letter extending the terms around seniority preference and magnets/innovative programs, the agreement covers the next two school years. It expires in June 2014, just over two years from now. It allows each side to reopen salary, benefits and up to three additional articles eight months from now in December, following the expected November votes on the state tax initiatives.

## **Compensation**

The agreement provides a 1% one-time payment to teachers for the current school year and a 1.5% raise of ongoing increased compensation beginning next school year.

If the State cuts funding to the District, the 1.5% raise converts to a one-time payment for 12-13. The agreement defines the conditions for this specifically in terms of whether the funded BRL/ADA the State gives the District is reduced below \$5,226.64. This contingency was negotiated and agreed upon based on the common understanding that it is not currently possible to accurately estimate the amount of State funding AUSD will receive for 12-13. For example, if the proposed state tax initiatives do not pass in November, current projections show that AUSD will lose significant revenue.

In other words, compensation in the agreement is connected partly to events at the state level, just as the District's revenues are connected to events at the state level. At the same time, the agreement guarantees some increased compensation for at least two years, even in the worst case scenario. Also, as mentioned, the agreement specifically permits negotiations over salary and benefits to be reopened in December.

Whether the increase in compensation remains permanent or becomes temporary, the compensation will count for purposes of calculations of employee retirement benefits.

## **Academic Freedom, Site-Specific Professional Collaboration, Reform of Investigation Process**

The agreement includes several provisions reflecting the professionalism of our teachers.

The agreement establishes a new article on academic freedom clarifying that teachers may use their professional judgment in determining the use of supplemental instructional materials, with reasonable limits set forth in the agreement.

The agreement also establishes a new article describing a one year collaboration pilot. Ordinarily, teachers work and are paid for 185 work days per year. For the one year pilot in 2012-13, teachers would be paid for 185 days but would only be required to work 184. In addition, teachers would have an expanded opportunity to use sick leave for "personal necessity" reasons. In exchange, each school site would choose a bell schedule that would allow more time within the school day every week or two for teachers to collaborate professionally. "Collaboration" is broadly defined as time for school site staff to meet and exchange ideas and information in an effort to meet the individual needs of students and improve instruction for all students.

Many but not all of our schools already have such schedules in place. Those sites that do not yet have such a schedule would decide on the best schedule for this one year pilot program based on the specific choice of the

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teachers at each school site. Teachers at each site could choose to structure this time in a variety of ways, including by extending the school day slightly or reducing snack breaks slightly for 4<sup>th</sup> and 5<sup>th</sup> graders as well as high school students. Schedules would not be permitted to reduce instructional minutes below what the state requires.

The agreement also reforms the process for complaints made against teachers to give teachers more protections than exist under the current contract by limiting the circumstances under which anonymous complaints are to be investigated.

## **Waivers to Allow Start Up of Magnets and Innovative Programs**

The agreement provides a temporary waiver of seniority preference for magnet and innovative programs so that those programs will be able to start up with staff most likely to support the successful start up and sustainability of these programs. In January, the Board completed a process begun years ago when they approved proposals for magnets and innovative programs that had been proposed by teams of teachers, administrators and community members. This exemption currently exists under the terms of the MOU for magnets.

## **Calendar**

The agreement allows AEA members to select school calendars of their choosing for the next two school years from among three choices. The three choices include calendars AEA posted a few weeks ago on Alameda Patch as their proposals for calendars for the next two years.

In addition, the agreement establishes a process for calendars to be negotiated for future years, including a default calendar in the event that no agreement on a calendar is possible through negotiations. The default calendar is itself a compromise calendar that resulted from negotiations, not the first choice calendar of the District or AEA.

## **Class Size**

The agreement maintains K-3 class size maximums at 25 students. The agreement lowers high school class size maximums by one.

Like the current contract, the class size provisions of the agreement also include some contingency language in the event that an unexpected event would require any changes to class size maximums. In the event of a severe fiscal emergency, the Board would be required to hold a noticed public meeting about any such changes.

## **Unfair Labor Practice Charge Dismissed**

The agreement dismisses one unfair labor practice charge related to the negotiations process.

## **The Full Text of the Tentative Agreement, the Current Contract and the Current Temporary MOU with AEA Are All Available on Our Website**

For those interested in more of the specifics, the tentative agreement is posted on our website, included here: [http://www.alameda.k12.ca.us/images/stories/pdfs/HR/tentative\\_agreement\\_3\\_22\\_12.pdf](http://www.alameda.k12.ca.us/images/stories/pdfs/HR/tentative_agreement_3_22_12.pdf)

The current AEA contract is posted here:

[http://www.alameda.k12.ca.us/images/stories/pdfs/aea\\_2006\\_2009.pdf](http://www.alameda.k12.ca.us/images/stories/pdfs/aea_2006_2009.pdf)

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The current temporary MOU with AEA that expires this June is here:  
[http://www.alameda.k12.ca.us/images/stories/pdfs/HR/aea\\_mou.pdf](http://www.alameda.k12.ca.us/images/stories/pdfs/HR/aea_mou.pdf)

## **Next Steps with Negotiations**

As explained above, if the tentative agreement combining the reopener and successor negotiations is not ratified, the reopener negotiations over class size head to fact-finding while the separate successor negotiations over the whole new contract head back to the negotiating table.

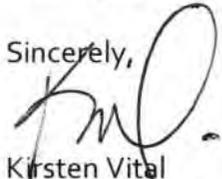
In any case, we will continue to move forward positively and respectfully on those two tracks of negotiations, always striving to compromise and reach agreement.

We have been receiving many inquiries about the calendar for the 2012-13 school year. The parties would need to return to the bargaining table to resolve the calendar and the many other issues in the successor negotiations.

We have been asked whether, in light of the many apparent misunderstandings about the terms of the agreement and the growing concern we are hearing from parents and other community members, teachers might have an opportunity to reconsider and vote again on the tentative agreement after their spring break this week. That decision would be up to AEA.

Thank you for your strong support of our schools.

Sincerely,



Kirsten Vital  
Superintendent of Schools