

**SMMUSD & SMMCTA
TENTATIVE AGREEMENT
January 14, 2020**

The following is a summary of the Tentative Agreement between the Santa Monica-Malibu Unified School District (“SMMUSD”) and the Santa Monica-Malibu Classroom Teachers Association (“SMMCTA”).

1. Article XXXVI - Term of Agreement

- a. The parties agreed to a two-year agreement to run from July 1, 2018 through June 30, 2020.
- b. The parties agreed there shall be no reopener negotiations.

2. Article I – Recognition

- a. The parties agreed to replace “ROP Teachers” with “CTE Teachers” throughout the agreement.
- b. The parties agreed that current (employed during the 2018 – 2019 school year) “ROP Teachers” will be designated as Probationary 2 teachers for 2019 – 2020.
- c. The parties agreed to strike “Student Support Specialists” and replace with “Student Support Advisors” throughout the agreement.

3. Article IV – Association Rights

- a. The parties agreed to revised language that reflects the U.S. Supreme Court’s decision in the Janus Case and the requirements of SB 866.
- b. The parties agreed to language regarding SMMCTA’s participation in new employee orientations.

4. Article VI - Assigned Days and Hours of Work

- a. The parties revised language to reflect minimum instructional minutes as required by the Education Code.
- b. The parties agreed to language whereby, in cases of emergencies (e.g. fires, flood, temperature) the principal or designee shall consult with the site Faculty Advisory Council (“FAC”) to resolve the shortage of instructional minutes.
- c. The parties agreed that the work year for newly-employed unit members shall be 186 working days, with two (2) of the 186 days for mandatory orientation.
- d. The parties agreed that Modified Day meetings shall be scheduled by the School Leadership Team (SLT) before the beginning of the school year.
- e. The parties agreed to revised language in Section B (Modified Day) part 8.b.3, that the Professional Day shall be determined by each individual unit member (existing language) to be used for professional purposes (new language), including professional learning opportunities (new language).
- f. The parties agreed to add language regarding the four (4) pupil-free days that reflect existing practice, whereby one pupil-free day shall be at the start of the year and will be a working day with a maximum meeting of 90 minutes to be used at the principal’s discretion. Two pupil-free days may be used for professional development at the discretion of the Superintendent or designee.

5. Article VII – Summer School

The parties agreed to a revised Article VII that removes redundant language, alters timelines and clarifies unit member selection procedures.

6. Article VIII - Class Size

- a. The parties signed a Memorandum of Understanding that established a secondary-level work group that will meet to address implementation of the Collaborative [Teaching] Model.
- b. The parties established class sizes for SAI self-contained classrooms, including adding program titles that match existing district programs.
- c. The parties affirmed that the caseload for SAI non-self-contained classrooms is 22 across all grade levels and that the caseload for speech is 55.
- d. If class size exceeds existing contractual guidelines, the parties agreed that the site administration, teachers, and SMMCTA can address it on a case-by-case basis. The parties added release days per grading period for elementary and per semester for secondary as an option for remedy.
- e. The parties agreed to change the Student Support Advisor caseload from 275:1 to 300:1 plus 5.
- f. The parties agreed to language that reflects current District practice, whereby the District shall implement the 24:1 TK – 3 class size average, until such time as the LCFF regulations change.

7. Article IX – Leaves of Absence

- a. The parties agreed to language that states a pattern of use of personal necessity leave may be reflected under the “Professionalism” section of a unit member’s evaluation and/or addressed through progressive discipline.

8. Article XV – Safety and Working Condition

The parties agreed that upon request, FAC shall review all open work orders.

9. Article XXII – Substitute Teachers

- a. The parties agreed that once a substitute teacher has reached Level 2, the substitute must work a minimum of 30 days in the following school year to maintain Level 2 status. Otherwise, the substitute returns to Level 1 for the subsequent school year.
- b. The parties agreed that once a substitute reaches a threshold (on the 10th consecutive day or on the 30th consecutive day), he/she receives retroactive pay for the previous days. The Long-Term Absence (“LTA”) and Long-Term Leave of Absence (“LTLA”) pay rates may start on the first day of the duration of the assignment, if is known at the onset.
- c. The parties agreed that the District reserves the right to recoup overcompensation when the substitute does not fulfill the LTA or LTLA assignment.

10. Article XXIII – Salary

- a. The parties agreed to:
 - i. 2.25% on-schedule salary increase to the base salary (not Additional Compensation), effective July 1, 2019. The increase shall apply to the Certificated Teaching/Counseling Salary Schedule, Child Development Services Teachers’ Salary Schedule and Adult School Hourly.

- ii. \$1,000 off-schedule payment, per unit member FTE (e.g. 50% teacher receives \$500). Unit members who shall receive the one-time payment are: i) unit members in paid status for all or part of the 2018 – 2019 school year, and ii) unit members who were/are in paid status as of December 6, 2019. (Unit members must meet both criteria).
 - iii. Close Article XXIII Salary for 2017 – 2018.
- b. The parties agreed to compensate qualifying unit members with a one-time payment of \$200.00. In this case, a qualifying unit member is an employee who served as a substitute or home/hospital teacher more than 89.5 days during the 2018 – 2019 school year or who served as a substitute or home/hospital teacher more than 39.5 days during the first semester of the 2019 – 2020 school year.

11. Article XXIV – Additional Compensation

- a. The parties agreed to incorporate the \$500.00 (existing provision) stipend for Speech & Language Pathologist on the salary schedule.
- b. The parties agreed to incorporate the \$4,000 stipend for Coordinating Nurse on the salary schedule.

12. Article XXV – Health and Welfare Benefits

- a. The parties affirmed the Memorandum of Understanding ratified by the SMMCTA Executive Board on September 20, 2019, ratified by the Board of Education on October 17, 2019, and signed by the lead negotiators on October 18 and 23, 2019.
- b. The MOU changed the employee-employer contribution structure for health benefits for 2020, eliminating the two-tier structure that was based on employee hire date.

13. Article XXXVIII – Compensation for Part-Time Assignments

The parties clarified language regarding compensation for teachers who teach a sixth (6th) period as part of an assignment.