

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LIVERMORE
VALLEY JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”)
AND
THE LIVERMORE EDUCATION ASSOCIATION (“LEA”)
CONCERNING
THE COMPREHENSIVE HIGH SCHOOL TRIMESTER SCHEDULE FOR THE
2008-09, 2009-10, 2010-11 SCHOOL YEARS
-- ASSURANCES --**

The Livermore Valley Joint Unified School District and the Livermore Education Association enter into the following Memorandum of Understanding (MOU) concerning the Comprehensive High School trimester schedule for the 2008-09, 2009-10, 2010-11 school years. This MOU does not supersede the collective bargaining agreement between the District and LEA. Rather, it provides good faith assurances to LEA regarding implementation of the comprehensive high school trimester schedule and its impact on affected bargaining unit members working at Granada High School and Livermore High School (“bargaining unit members”).

1. The District intends to fully fund the trimester schedule for a three-year period, school years 2008-09, 2009-10 and 2010-2011.
2. A daily preparation period of seventy (70) minutes shall be provided for all 1.0 FTE classroom teachers. Prep periods for classroom teachers serving less than 1.0 FTE are pro-rated in accordance with their assignments.
3. The content and the use of Early Release Collaboration Days shall be determined by the principal and the leadership team. The principal and the leadership team shall determine said content and use prior to the commencement of each school year.
4. The District does not intend to increase class size as part of the change to a trimester schedule. In accordance with the existing CBA, the District will make an effort to maintain a hiring ratio of 1:24.7 in the 9-12 schools. The District will also assign staff in accordance with the current Collective Bargaining Agreement.
5. Classroom teachers shall not be required to report to their assignments thirty (30) minutes prior to the beginning of the instructional day during the trial period. They shall arrive at their site in time to make such preparations as are necessary to assure that they are fully ready to teach at the beginning of their first class period. Further, classroom teachers shall not be required to remain at the school site upon the conclusion of the work day during this trial period. The District agrees not to schedule the first class of the day prior to 8:00 a.m. The District will reduce passing time by five (5) minutes following the lunch period to ensure that the 6.5 hour work day, excluding a thirty (30) minute duty free lunch, is met.

6. If the District offers Athletic PE classes under the trimester schedule, a fully credentialed teacher will be assigned to teach them.
7. The District has no intent to increase/decrease the number of different classes (“preparations”) taught by classroom teachers.
8. The use of minimum days for finals and grading shall be determined by the principal and the leadership team in accordance with the needs of the school.
9. The District will by October 10 of the third year of the trimester period provide LEA with data from the first two years of the period. The parties will discuss the success of the trimester schedule and its impact on student achievement. The District will consider LEA’s position on these issues in good faith and will negotiate with LEA over them by December 10 of the third year to the extent required by law.

Agreed to this 21st day of January, in Livermore, California.

Livermore Education Association

Livermore Valley Joint Unified School
District


