

TENTATIVE AGREEMENT
between the
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
and the
RED BLUFF ELEMENTARY EDUCATORS' ASSOCIATION

1. Article I (Agreement)

- A. The District proposes a contract term of three (3) years, ^{JULY 1, 2014 THROUGH} ~~JUNE 30, 2017~~.
- B. No reopeners for 2014/15. In 2015/16 and 2016/17, the parties may each reopen:

Salaries (Article VI)
Health and Welfare (Article VII)
Two (2) unspecified articles of the party's choice.

2. Article VI (Salaries)

- A. On-schedule salary increase of three point five percent (3.5%) for the 2014/15 school year (retroactive), three point five percent (3.5%) for the 2015/16 school year, and three point five percent (3.5%) for the 2016/17 school year.
- B. Add the following section:

"Non-Contract / Non-Duty Days – Effective July 1, 2015, when teachers are requested but not required by the District to attend professional development on non-contract or non-duty days (i.e., during holiday or summer breaks), and if they obtain the written consent as set forth below, they shall be paid a stipend of Two Hundred Fifty Dollars (\$250.00) for a full day, or One Hundred Twenty Five Dollars (\$125.00) for a partial day, up to or equal to four (4) hours. In the event that the entity or organization providing the training issues a stipend which is equal to or greater than the rate provided in this section, then the stipend shall represent the total payment for that professional development. If the stipend is less than the amount of the rate which would otherwise be provided by this section, then the difference between those two amounts shall be paid to the teacher by the District. Teachers shall only be entitled to receive a stipend if they obtained prior written approval from the site administrator and Superintendent, with a copy provided to the Chief Business Official."

- C. Remove the "Compensation for Vista Unit Members Losing their Prep Time" subsection (from the bottom of page 10). (See proposed prep time language for Article VIII below).

T.A.

- D. Revise the last paragraph of the "Reimbursement for Lost, Damages or Destruction of Personal Property" subsection to read:

"Unit members having personal property in their classrooms shall fill out and file the appropriate form for all items valued at \$100 to \$1,000. A copy of the form is attached to this AGREEMENT as Appendix C (revised)."

A revised form is attached to this proposal as Attachment 1.

3. Article VII (Health and Welfare Benefits – Plan for Retired Employees)

Revise the first sentence to read: "The DISTRICT shall provide retired DISTRICT unit Members with medical insurance benefits provided they were actively employed DISTRICT unit members for a minimummaximum of ten (10) years pursuant to the following conditions:"

4. Article VIII (Hours of Employment)

- A. Remove the "Prep Time" subsection and the "Kindergarten Through 6th Grade Prep Time" subsection and replace with the following section titled "Planning Time":

"Two afternoons that coincide with the weekly early release days per month will be dedicated for teacher-directed planning time. Two afternoons that coincide with weekly early release days per month will be site-directed collaboration. The early dismissal day immediately prior to report cards being issued for each trimester shall be designated as planning time and used for report card preparation.

Monday through Friday between 8:00 to 8:20 is exclusively planning time, with the exception of when a unit member has morning duties.

Monday, Thursday and Friday between 3:00 and 3:30 shall be planning time, except when a unit member has afternoon duties.

Two Tuesdays per month shall be reserved for staff meetings, and the District shall have the option to add three additional Tuesday staff meetings.

The DISTRICT will make every reasonable effort for IEP's, and other special meetings for Individuals with Exceptional Needs (IWEN / special education students) to be scheduled and completed during the unit member's contract day."

B. Calendar

Revise the first sentence to read, "The calendar for 2015-2016 is attached

as Appendix D.”

RBEEA agrees to the District-proposed calendar for the 2015-16 school year.

- C. Staff Development – Revise this subsection to read:

T.A.

“The DISTRICT shall provide two (2) days of In-Service for the 2014-15 school year. (August 18, 2014 and January 5, 2015). The DISTRICT shall provide three (3) days of staff development for the 2015-16 and 2016-17 school years.”

T.A.

- D. Eliminate the provision of 2 days of CCSS focused Professional Development, as referenced in Section 2 of the January 28, 2014 Tentative Agreement executed by the parties.

5. Article IX (Leave Policies)

- A. Reduction of Workload – Revise "Reduction of Workload – (Full-Time to Part-Time Employment)" section in Article IX to read as follows (other than the portions set forth here, the remainder of this section shall remain the same):

REDUCTION OF WORKLOAD – (FULL-TIME TO PART-TIME EMPLOYMENT)

Unit members who meet the following criteria may apply to the superintendent for a reduction in workload from full-time to part-time (minimum of ½ time) under the provisions of Education Code section 44922:

1. The unit member must plan to serve no less than the equivalent of one half (1/2) of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
2. The unit member must have reached the age of 55 prior to the effective date of the reduction in workload.
3. The unit member shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment with the DISTRICT.

A reduction in work load shall become effective at the beginning of a given school year. The application for said reduction must be submitted to the superintendent by February 15 of the preceding school year. The application shall include the work arrangement the unit member wishes to pursue; a half-year or half day for the full year.

The Board shall either approve or disapprove a request for a reduction in workload. Criteria to be utilized in making the decision shall include the following:

1. Unit member's assignment
2. Unit member's longevity within the DISTRICT
3. Superintendent's recommendation
4. Effect on students
5. Effect on general operation of the school
6. Availability of replacement
7. Availability of funds

Compensation - The unit member shall be paid a salary that is the pro rata share of the salary that he or she would be earning ~~have been earned~~ had the unit member not elected to exercise the option of part-time ~~reduced services~~ employment, but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. ~~The STRS contribution paid by both the DISTRICT and the unit member shall be the same as if he or she were a full-time unit member.~~ The DISTRICT shall continue to make STRS contributions as required by law.

Effect on Benefits - ~~The DISTRICT shall pay the premium for fringe benefits at the same rate that is provided full-time unit members.~~ The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

This policy is applicable to unit members with the exception of principals, the assistant superintendent, and the superintendent.

In the event a unit member on reduced work load status desires to return to full-time status, he or she must submit a written request to the superintendent by February 15 of the year preceding the school year in which the change of status will occur.

The period of part-time employment of employees subject to Section 20815 of the Government Code ~~under this provision shall not exceed~~ extend beyond the end of the school year during which the employee reaches his or her 70th birthday ~~five (5) years~~. In the event the state should rescind the law governing this policy, this policy shall cease to be in force.

6. Article XII (Class Size) – Revise this article to read as set forth in Attachment 2.
7. Article XIII (Evaluation)

T.A.

- A. In the "Summative Evaluation Report" subsection on page 45 and the "Time Line for Formal Evaluation" subsection on pages 46 and 47, replace the May 15 date with May 1.
 - B. Continue to discuss non-classroom teacher evaluation forms for the positions listed in Section 7 below.
8. Job Descriptions – Continue to discuss revisions to the following job descriptions, and (evaluation forms for each):
- A. Speech and Language Pathologist
 - B. Psychologist
 - C. Counselor
 - D. Instructional Coach
 - E. Intervention RTI
 - F. Nurse
9. Additional Items – The District tentatively agrees to the following additional items from RBEEA's December 17, 2014 proposal:
- A. Jointly number articles and sections throughout Agreement.
 - B. Add proposed section 2.2 regarding "Employee Rights".
 - C. Fix salary schedule headings, commencing with the 2015/16 school year.

ATTACHMENT 1

**RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
EMPLOYEE PERSONAL PROPERTY DECLARATION FORM**

TOTAL OF ALL LISTED ITEMS SHOULD NOT EXCEED \$1,000.00

Employee Name: _____

School/Work Location: _____ Room No. _____

Private Property Carrier (Homeowners/Tenants Insurance) _____

_____ Policy No. _____

Please attach copy of insurance policy declaration page

	Description	Date of Purchase	Purchase Price	Work Usage
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

I affirm that the above is true and correct to the best of my knowledge.

Employee Signature

Date

I have reviewed this form in accordance with applicable district regulations.

Site Administrator's Signature

Date

LOSS CONDITIONS-CLAIM PROCEDURE

If there is a loss of declared personal property, you must see that the following are done:

- 1. Notify Site Administrator and/or Police. Preserve damaged property as evidence and or obtain photographs of item(s) at location.**
- 2. Give RBUESD district office immediate notice of the loss or damage. Include a description of the property involved.**
- 3. Give RBUESD Adjuster a written description of how, when, and where the loss or damage occurred. Include RBUESD loss reports, police reports, or witness statements.**
- 4. At RBUESD Adjuster's request, provide complete inventories of damaged or stolen property to include quantities, costs (receipts), values, and two estimates for replacement. These documents should be attached to a copy of the declaration form on file and submitted to Risk Management at the District Office.**
- 5. Permit RBUESD Adjuster/Officer to inspect the property and records providing the loss or damage.**
- 6. If requested, permit RBUESD Adjuster/Officer to question you under oath at such time as may be reasonably required about any matter relating to your personal property loss, including your books and records. In such event, your answers must be signed.**
- 7. Complete a sworn statement of loss to settle the claim within sixty (60) calendar days from date of loss. RBUESD Adjuster will supply necessary forms.**

Claims are subject to review by the Red Bluff Union Elementary School District, its excess insurance carrier, and their respective legal counsels.

ATTACHMENT 2

Maximum class sizes shall be:

~~30~~32 students in an elementary classroom (the DISTRICT recognizes that it is receiving funding to provide for some grade levels to be at a ratio of 20 or less students per grade, maximums which are well within the existing class size provision).

The DISTRICT and RBEEA further recognize the suggested maximum class sizes at 20 students or less in other than in grades TK-3, where the District is required by the State to make progress toward a ratio of 24:1. It is understood that this suggested class size maximum shall be in place only as long as the State continues to fund class size reduction. If the state discontinues class size reduction funding, the parties shall meet and confer regarding alternative class sizes. Whenever a situation exists that makes it impractical or financially undesirable to relieve a class size which exceeds the suggested maximum, the DISTRICT will consider various options including possible employment of an Instructional Assistant on a temporary basis except in such instances as are not educationally sound, financially sound, and/or in the best interests of the DISTRICT, taking into consideration the student, unit member and DISTRICT needs.

1. ~~30~~2 students in a 7-8 academic or elective class at the middle school 4-8 regular education classroom
2. ~~40~~ students in a 7-8 Physical Education class at the middle school
- 2~~3~~. 12 students in a Special Day class (SDC)

Whenever a situation exists that makes it impractical or financially undesirable to relieve oversized classes, the Board commits itself to search for a means of alleviating the situation including the possible employment of Instructional Assistants on a temporary basis. Copies of the monthly enrollment summary shall be sent to the ASSOCIATION President.

The principal shall meet with the unit member to discuss possible assistance. A form entitled "Verification of Conference Regarding Class Size" shall be completed and sent to the superintendent upon conclusion of the conference. (See Appendix F)

K-6 Level

A Special Day class student in a regular unit member's classroom for more than one period per day would count as one student when determining class size (physical education is excluded).

A severely physically handicapped student in the regular classroom will count as two students when determining class size. The site administrator will make the final

~~decision as to whether the child is "severely" physically handicapped after consultation with the unit member.~~

~~7-8 Level~~

~~There will be a per class maximum of 32 in academics or electives at the middle school.~~

~~There will be a per class maximum of 40 in physical education at the middle school.~~

~~Site administrators shall make every effort to schedule classes with a beginning minimum of 20 students.~~


~~If an individual unit member has five or more Special Day Class (SDC) students for a class period, the Special Day Class assistant or Special Day Class unit member must accompany the five students (physical education is excluded).~~

~~A severely physically handicapped student in the regular classroom will count as two students when determining class size. The site administrator will make the final decision as to whether the child is "severely" physically handicapped after consultation with the unit member.~~

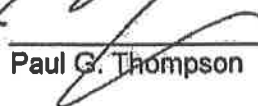
The parties to this Tentative Agreement shall recommend it for ratification to their respective constituents.

So agreed on this 26th day of May, 2015.

For the District:



William McCoy, Superintendent



Paul G. Thompson

00564-00124/772854.1

For RBEEA:



Rich Atencio, Bargaining Chair



Catherine Piffero, RBEEA President