Joint Negotiations Update

Prepared By

Rescue Union School District and Rescue Union Federation of Teachers (RUFT)

April 7, 2016

Facilita	ator: Darrien Johnson	Minutes: Both Groups
lembers Present:		
Sid Albaugh	Darrien Johnson	Cheri Walswick
Sandra Cornelius	Bruce Peeters	Alayna Fredricks
Lynette Christensen	Dave Scroggins	
Lisa DiRicco	Laurisa Stuart	Guest: Denise Colter, Chris Morgan

Negotiations between Rescue Union School District and the Rescue Union Federation of Teachers commenced at 9:15 a.m. in the District Office Board Room on Thursday, April 7, 2016.

Welcome/Review Agenda/Minutes/Norms

Budget Update

• The Chief Business and Operations Official (CBOO) stated that there had not been any budget changes since the last negotiations session. The CBOO answered budget questions asked by RUFT.

RUFT Proposed at 9:15 a.m. See Appendix A

Article XXXVII Compensation

• Increase the salary schedule (Addendum A) by 6%.

Article XXX Staff Development Days

- The calendar year shall be 181 days (equivalent to 184 days of instructional minutes) including twelve (12) early release days. At least six (6) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development.
 - a. Collaboration days shall be directed by district and site administrators. Principals shall survey staff before the end of the prior year to develop a menu of content areas for collaboration.
 - b. Teachers shall submit a collaboration form at the end of each session.

Article VII Transfers and Reassignments

• RUFT did not present language on transfer and reassignment. They asked for further explanation on the reasons the District was asking for a change in the present procedure. The District asked that Operational and Educational Needs of the District and Training become a consideration when filling a position during a voluntary transfer.

Article XI Duty Hours

- RUFT did not present language on full-day kindergarten. They asked for additional clarification on the implementation of full-day kindergarten.
- It was jointly decided that we would continue the exploration and discussion of full-day kindergarten with kindergarten teachers. It was agreed to remove this negotiations item from table for 2015–2016.

District Proposed at 12:45 p.m. See Appendix B

Article VII Transfers and Reassignments

• The District presented the same proposed language.

Article XI Duty Hours

• Remain as written.

Article XXX Staff Development Days

Professional Development/Teacher Collaboration Time

- The calendar year shall be 184 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days will shall be for professional development.
- Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- Teachers shall submit a collaboration form at the end of each session.

Addendum A – Certificated Salary Schedule

The District proposes a two (2) year compensation package for 2015-2016 and 2016-2017 as follows:

• An ongoing four-percent (4%) increase on the certificated salary schedule retroactive to July 1, 2015 and an ongoing one-percent (1%) increase on the certificated salary schedule retroactive to July 1, 2016, contingent upon the passage California Children's Education and Health Care Protection Act of 2016) tax measure on the November 2016 election.

RUFT Proposed at 3:00 p.m. See Appendix C

Article VII Transfers and Reassignments

Reassignment Procedures:

Remains as written.

- a. Voluntary transfers:
 - i. Employees interested in transferring shall file a written request with the District Office during the five

three (3) day posting period, unless a current request is on file with the District.

Article XXX Staff Development Days

Professional Development/Teacher Collaboration Time

- The calendar year shall be 182 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development.
- Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- Teachers shall submit a collaboration form at the end of each session.

Article XXXVII Compensation

- Increase the salary schedule (Addendum A) by 5% with a one time \$800 check for each unit member.
- (OR a two-year compensation package)
 For the 15/16 school year increase the salary schedule (Addendum A) by 4.5%.
 For 16/17 school year increase the salary schedule (Addendum A) by 3%.

District Proposed at 4:55 p.m. See Appendix D

Article VII Transfers and Reassignments

- a. Voluntary reassignment:
 - i. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
 - ii. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position, unless senior teacher does not have rights to the percentage required by the position. The qualifications for considerations are:
 - Operational and educational needs of the district
 - Credential requirements
 - Academic preparation and experience
 - Training
 - Satisfactory Evaluations
 - Years of service
 - Employee's preference
 - iii. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
 - iv. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.

- a. Voluntary transfers:
 - i. Employees interested in transferring shall file a written request with the District Office during the five three (3) day posting period, unless a current request is on file with the

District.

- ii. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
- iii. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:
 - 1. Unit member's area of credential
 - 2. Applicable state and federal laws
- iv. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. The qualifications are listed in Article VII.3aii.
- v. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
- vi. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.

Article XXX Staff Development Days

Professional Development/Teacher Collaboration Time

- The calendar year shall be 183 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development.
- Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- Teachers shall submit a collaboration form at the end of each session.

Addendum A – Certificated Salary Schedule

The District proposes a two (2) year compensation package for 2015-2016 and 2016-2017 as follows:

- An ongoing four-percent (4.5%) increase on the certificated salary schedule retroactive to July 1, 2015 and an ongoing one-percent (1%) increase on the certificated salary schedule retroactive to July 1, 2016, contingent upon the passage California Children's Education and Health Care Protection Act of 2016) tax measure on the November 2016 election.
- The District presented a verbal one (1) year compensation package for 2015-2016 as follows:

An ongoing three-percent (3%) increase one the certificated salary schedule retroactive to July 1, 2015 and an ongoing one-percent (1%) increase on the certificated salary schedule retroactive to July 1, 2016, contingent upon the passage California Children's Education and Health Care Protection Act of 2016) tax measure on the November 2016 election.

The next negotiations session is scheduled for Wednesday, April 13, 2016 at 8:15 a.m.

ARTICLE XXXVII: COMPENSATION

Salary Schedules and Remunerations

Increase the salary schedule (Addendum A) by 6%.

- 1. For salary schedule see Addendum A.
- 2. Units earned after Bachelors Degree (BA/BS) shall be compensated at \$80 pers semester unit over 30 units up to 78 units; and prorated based on the employee's FTE.
- 3. A Masters Degree (MA/MS) Stipend shall be compensated at \$750; and prorated based on the employee's FTE.
- 4. Transportation Allowance An employee who is required by the Superintendent to use his/her automobile on district business shall be reimbursed for such necessary and appropriate business mileage at the appropriate I.R.S. rate.
- 5. Stipends A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.
- 6. Extra Duty Work required by the district of an hourly nature over and above the regular workday.

Fringe Benefits

- 1. See Addendum B.
- 2. It is agreed that the Board of Trustees is free to select the carrier for the above mentioned insurance and that the coverage for teachers under any new carrier will be equal to the coverage by the policy presently in force.
- 3. Eligibility for family and single coverage will be determined by the carrier company.

II. COMPENSATION

- a. The teacher work year shall include one (1) district day. two (2) Staff Development days.
- b. Teachers who do not attend at least fourteen and one-half (14.5) hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide one (1) district day within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in I. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.

ARTICLE XXX: STAFF DEVELOPMENT DAYS

I. STAFF DEVELOPMENT

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to seven and one quarter (7.25) hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time

Each school year, fourteen early release days will be scheduled which are to be used for professional development and teacher collaboration. The district will have the discretion to determine which and how many of the early release days will be used for professional development and the focus of the professional development, and which days will be scheduled for teacher collaboration. On collaboration days, teachers will take minutes and submit them to the designated administrator.

The calendar year shall be 181 days (equivalent to 184 days of instructional minutes) including twelve (12) early release days. At least six (6) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development.

- a. Collaboration days shall be directed by district and site administrators.

 Principals shall survey staff before the end of the prior year to develop a menu of content areas for collaboration.
- **b.** Teachers shall submit a collaboration form at the end of each session.

RUFT Negotiations 2015-2016 Thursday, April 7, 2016 District Proposal 12:45 p.m.

-Article VII Transfers and Reassignments

3. Reassignment Procedures:

- a. Voluntary reassignment:
 - i. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
 - ii. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position, unless senior teacher does not have rights to the percentage required by the position. The qualifications for considerations are: Selection of teachers requesting voluntary reassignment shall be based on program needs as the primary consideration. Reassignment criteria may include but are not limited to the following:
 - Operational and educational needs of the district
 - Credential requirements
 - Academic preparation and experience
 - Training
 - Satisfactory Evaluations
 - Years of service
 - Employee's preference
 - If all is equal, the teacher must have rights to the percentage required by the position
 - iii. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
 - iv. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.

- a. Voluntary transfers:
 - i. Employees interested in transferring shall file a written request with the District Office during the five three (3) day posting period, unless a current request is on file with the District.
 - ii. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
 - An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following

factors:

- 1. Unit member's area of credential
- 2. Applicable state and federal laws
- iv. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. Selection of teachers requesting a voluntary transfer shall be based on program needs as the primary consideration. The qualifications criteria are listed in Article VII.3aii.
- v. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
- vi. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.

-Article XI Duty Hours

Remains as written.

-Article XXX Staff Development Days

I. STAFF DEVELOPMENT

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to seven and one quarter (7.25) hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time

The calendar year shall be 184 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days will shall be for professional development.

- a. Professional development and teacher collaboration time shall be directed by district and site administrators.

 Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- b. Teachers shall submit a collaboration form at the end of each session.

II. COMPENSATION

- a. The teacher work year shall include two (2) Staff Development days.
- b. Teachers who do not attend at least fourteen and one-half (14.5) hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide two staff development days within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in I. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.

-ARTICLE XXXVII: COMPENSATION

Early Retirement

Remains as written.

ADDENDUM A – CERTIFICATED SALARY SCHEDULE

The District proposes a two (2) year compensation package for 2015-2016 and 2016-2017 as follows:

An ongoing four-percent (4%) increase on the certificated salary schedule retroactive to July 1, 2015.

and

An ongoing one-percent (1%) increase on the certificated salary schedule retroactive to July 1, 2016, contingent upon the passage of the California Children's Education and Health Care Protection Act of 2016 tax measure on the November 2016 election.

ARTICLE XXXVII: COMPENSATION

Salary Schedules and Remunerations

Increase the salary schedule (Addendum A) by 5% with a one time \$800 check for each unit member.

(OR a two-year compensation package)

For the 15/16 school year increase the salary schedule (Addendum A) by 4.5%. For the 16/17 school year increase the salary schedule (Addendum A) by 3%.

- 1. For salary schedule see Addendum A.
- 2. Units earned after Bachelors Degree (BA/BS) shall be compensated at \$80 pers semester unit over 30 units up to 78 units; and prorated based on the employee's FTE.
- 3. A Masters Degree (MA/MS) Stipend shall be compensated at \$750; and prorated based on the employee's FTE.
- 4. Transportation Allowance An employee who is required by the Superintendent to use his/her automobile on district business shall be reimbursed for such necessary and appropriate business mileage at the appropriate I.R.S. rate.
- 5. Stipends A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.
- 6. Extra Duty Work required by the district of an hourly nature over and above the regular workday.

Fringe Benefits

- 1. See Addendum B.
- 2. It is agreed that the Board of Trustees is free to select the carrier for the above mentioned insurance and that the coverage for teachers under any new carrier will be equal to the coverage by the policy presently in force.
- 3. Eligibility for family and single coverage will be determined by the carrier company.

4/7/2016

ARTICLE XXX: STAFF DEVELOPMENT DAYS

I. STAFF DEVELOPMENT

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to seven and one quarter (7.25) hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time

Each school year, fourteen early release days will be scheduled which are to be used for professional development and teacher collaboration. The district will have the discretion to determine which and how many of the early release days will be used for professional development and the focus of the professional development, and which days will be scheduled for teacher collaboration. On collaboration days, teachers will take minutes and submit them to the designated administrator.

The calendar year shall be 182 days including fourteen (14) early release days. At least six (7) early release days shall be scheduled for teacher collaboration. The remaining days shall be for professional development.

- a. Collaboration and staff development days shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- b. Teachers shall submit a collaboration form at the end of each session.

II. COMPENSATION

- a. The teacher work year shall include one (1) district day. And two (2) Buy Back days
- b. The District shall offer two Buy Back days within each academic year. Teachers who do not attend at least fourteen and one half (14.5) hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide one (1) district day within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in I. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.

Article VII Transfers and Reassignments

3. Reassignment Procedures:

- a. Voluntary reassignment:
 - i. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
 - ii. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position, unless senior teacher does not have rights to the percentage required by the position. The qualifications for considerations are: (Maintain current contract language.)
 - Credential requirements
 - Academic preparation and experience
 - Satisfactory Evaluations
 - Years of service
 - Employee's preference
 - iii. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
 - iv. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.

- a. Voluntary transfers:
 - i. Employees interested in transferring shall file a written request with the District Office during the <u>three (3)</u> day posting period, unless a current request is on file with the District.
 - ii. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
 - iii. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:

- 1. Unit member's area of credential
- 2. Applicable state and federal laws
- iv. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. The qualifications are listed in Article VII.3aii. (Maintain current contract language.)
- v. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
- vi. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.

-Article XI Duty Hours

- 1. The workweek for a full-time employee shall be 36.25 hours; normally to be rendered in units of 7.25 hours of school based service per day inclusive of a daily 30 minute duty free lunch period.
- 2. The 7.25 hours of school based service shall be structured and directed by the immediate supervisor. The service shall be in conformity with the employee's job description and shall include, but not be limited to, the following:
- a. Instructional activities
- b. Preparation activities
- c. Campus and student supervision
- d. Parent conferences and meetings
- e. Staff, departmental and faculty meetings
 - 1. Staff meetings limited to 16.5 hours per year in .5 hour increments.
- f. Tutorial and guidance assistance to students
- g. Professional growth and in-service meetings
- h. Student diagnostic and assessment activities
- i. School and student record maintenance
- j. Curriculum development
- k. Instructional material development
- 1. Co-curricular activities
- m. District committee assignments
- n. Administratively assigned parent conferences
- o. Programs practices
- p. District in-service

- 3. In addition to the activities described above, employees shall, under the direction of their immediate supervisor, be required to render up to twenty (20) hours of adjunct duties per school year associated with the educational profession as shown in addendum H, Adjunct Duty Options. Changes or additions to Addendum H shall be made through mutual agreement by the Superintendent and the RUFT President. Assignments will be made at each site through a collaborative process.
 - 3.1 The additional activities required of teachers participating in the BTSA Induction Program, for the purpose of gaining a clear credential, will be Open House, Back to School Night, and 2 (Two) additional hours of service associated with the educational profession.

(Maintain current contract language.)

- 4. All sixth, seventh and eighth grade teachers (at a 6-8 school) will be scheduled for a minimum of one non-teaching period per day or equivalent thereof.
- 5. All 3/4, 4, 5 and 6th grade teachers in a K-5 or K-6 school shall be scheduled for non-teaching periods weekly. The periods will be equivalent to 125 minutes weekly; prep periods to be prorated and equitably scheduled on shortened and minimum day weeks, based on student contact time.
- 6. Non-teaching periods for 4-8 grade teachers are to be used for:
 - a. Student counseling
 - b. Individual student assessment
 - c. Conferences with administration
 - d. Parent conference
 - e. Preparation of material for class
 - f. Planning
 - g. Preview of films and other material
 - h. In-service activity
 - i. Communication with related agencies
- 7. The District and R.U.F.T. shall work together to develop a calendar for the subsequent school year. The recommendation will be submitted to the respective bargaining teams for

negotiations.

8. Prior to the start of each school year, the parties will meet and negotiate the starting and ending times of the teacher work day for the various sites prior to the finalization of such schedules. If the parties are unable to reach agreement, the schedules shall return to those of the last mutually agreed upon schedule.

RUFT Negotiations 2015-2016 Thursday, April 7, 2016 District Proposal 4:55 p.m.

-Article VII Transfers and Reassignments

3. Reassignment Procedures:

- a. Voluntary reassignment:
 - i. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
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- iv. If more than one employee applies for a vacancy and they have essentially equal qualifications, the most senior employee shall be granted the position. The qualifications are listed in Article VII.3aii.
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Remains as written.

-Article XXX Staff Development Days

I. STAFF DEVELOPMENT

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- d. Professional Development/Teacher Collaboration Time

The calendar year shall be 183 days including (14) early release days. At least seven (7) early release days shall be scheduled for teacher collaboration. The remaining days will shall be for professional development.

- a. Professional development and teacher collaboration time shall be directed by district and site administrators.

 Collaboration and staff development shall be directed by district and site administrators. Principals shall survey their staff to develop a menu of possible topics for collaboration and staff development.
- b. Teachers shall submit a collaboration form at the end of each session.

II. COMPENSATION

a. The teacher work year shall include two (2) Staff Development days and one (1) teacher workday.

- b. Teachers who do not attend at least fourteen and one-half (14.5) hours of staff development and have such documented prior to April 15th shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide two staff development days within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in I. The proposal must be approved in advance by the Superintendent or designee to meet the member's staff development obligation.
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-ARTICLE XXXVII: COMPENSATION

Early Retirement

Remains as written.

ADDENDUM A – CERTIFICATED SALARY SCHEDULE

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An ongoing four and ½ percent (4.5%) increase on the certificated salary schedule retroactive to July 1, 2015.

and

An ongoing one-percent (1%) increase on the certificated salary schedule retroactive to July 1, 2016, contingent upon the passage of the California Children's Education and Health Care Protection Act of 2016 tax measure on the November 2016 election.