

Tentative Agreement
Between
Elk Grove Unified School District
And
Elk Grove Education Association

February 25, 2015

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2014-2015 and 2015-2016 school years with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

1. The parties agree that this Agreement equals a compensation package of 1.5% plus the lottery bonus conversion of 1.5% for a total of 3% for the 2014-2015 school year and a total of 2.5% for the 2015-2016 school year.
2. The parties agree that if the contingency conditions described in Section 6 below are satisfied, another 1% shall be added to the total compensation package for the 2015-2016 school year.

2014-2015

3.
 - a. Effective retroactive to July 1, 2014, the 2013-2014 Certificated Salary Schedules, titled #10 and #9 (Adult Education), shall be increased by 1.5 percent.
 - b. In order to be eligible for any retroactive payment, a unit member must have worked during the 2014-2015 school year.
 - c. When added to the salary schedules, the 1.5% increase described in Section 3(a) shall not be compounded upon the lottery bonus conversion amount described in section 4 below.

2014-2015 Lottery Conversion

4.
 - a. Effective retroactive to July 1, 2014, the parties agree that the annual lottery bonus payment included the parties' collective bargaining agreement in Section 19.102 shall be deleted from the parties' collective bargaining agreement. This means that in lieu of receiving an annual lottery bonus in August of each school year for the prior school year, section 4(b) below shall be implemented.
 - b. The parties agree that effective retroactive to July 1, 2014, in exchange for permanently eliminating the annual lottery payment from the parties' collective bargaining agreement, the 2013-2014 Certificated Salary Schedules, titled #10 and #9 (Adult Education), shall be increased by 1.5%. When added to the salary schedules, this 1.5% increase shall not be compounded upon the 2014-2015 increase described in Section 3(a) above.

c. In order to be eligible for the lottery retroactive payment described in section 4(b), a unit member must have worked during the 2014-2015 school year.

2015-2016

5. a. Effective July 1, 2015, the 2014-2015 Certificated Salary Schedules, titled #10 and #9 (Adult Education), shall be increased by two and one half percent (2.5%).

b. If the contingency requirements specified in section 6 below are satisfied, when added to the salary schedules, the 2.5% increase described in section 5(a) above shall not be compounded with the 1% contingency amount described in section 6 below.

2015-2016 Contingency

6. The parties agree that on February 25, 2015, for the 2015-2016 school year, the District projected that it will receive approximately \$35,284,344 in funded and ongoing new State Local Control Funding Formula ("LCFF") revenue as part of its multi-year projection.

a. Ongoing New Unrestricted LCFF-Base Revenue-2015-2016 School Year

- i. The parties agree that if for the 2015-2016 school year, the District actually receives more than the \$35,284,344 projected on February 25, 2015 in ongoing new unrestricted Local Control Funding Formula (LCFF)-Base State revenue;
- ii. then EGEA's proportionate share of the value of the new state ongoing unrestricted LCFF-Base revenue up to a maximum of 1% of compensation shall be added to the 2.5% specified above in section 5 for the 2015-2016 school year; and
- iii. then added to 2014-2015 salary schedules, #10 and #9 (Adult Education), effective beginning July 1, 2015. The ongoing contingency amount up to a maximum of 1% shall not be compounded with the 2.5% described in section 5 above when added to the 2014-2015 salary schedules.
- iv. If the contingency language described in this section 6(a) results in an additional 1% ongoing increase for the 2015-2016 school year, then the section 6(b) contingency regarding one-time money shall not be implemented.
- v. EGEA's "proportionate share" is defined as the EGEA portion (percentage) of a 1% District-wide salary increase. A District-wide 1% compensation increase is estimated to be \$3.5 million for purposes of this Agreement.
- vi. For purposes of this Agreement, LCFF-Base is defined to be 90% of new, ongoing, unrestricted LCFF revenue.

[Note: For illustration purposes only: If the District receives \$3.5 million in new, ongoing, unrestricted, LCFF-Base revenue and all other section 6(a) requirements are satisfied, EGEA will receive an additional 1% salary schedule increase. If the District receives \$1.75 million in new, ongoing, unrestricted LCFF-Base revenue and all other section 6(a) requirements are satisfied, then EGEA will receive an additional 0.5% salary schedule increase. The value of the \$3.5 million includes a similar salary

schedule increase of 1% District-wide. The value of the \$1.75 million includes a similar salary schedule increase of 0.5% District-wide.]

b. One-time New Unrestricted Revenue-2015-2016 School Year

- i. If the contingency language described in section 6(a) results in an additional 1% ongoing increase for the 2015-2016 school year, then this section 6(b) contingency regarding one-time money shall not be implemented.
- ii. The parties agree that if for the 2015-2016 school year, the above Section 6(a) Ongoing New Unrestricted Revenue-2015-2016 School Year Contingency provision does not result in an additional 1% salary schedule increase for the 2015-2016 school year or less than a 1% salary schedule increase for the 2015-2016 school year; and
- iii. if the District actually receives more than the \$10,724,474 in 2015-2016 projected on February 24, 2015 in one-time new unrestricted State revenue;
- iv. then EGEA members who are eligible for the wellness rebate pursuant to the parties' collective bargaining agreement, will receive an additional one-time wellness rebate for the 2015-2016 school year in an amount not to exceed a total of 1% when combined with any Section 6(a) ongoing contingency salary increase as calculated in this Section 6(b).
- v. EGEA's "proportionate share" is defined as the EGEA portion (percentage) of a 1% District-wide salary increase. A District-wide 1% compensation increase is estimated to be \$3.5 million for purposes of this Agreement.
- vi. LCFF-Base revenue does not include any LCFF-supplemental and/or LCFF-concentration revenue. For purposes of this Agreement, LCFF-Base is equal to 90% of new, ongoing, unrestricted LCFF revenue.
- vii. The value of the 5% rebate calculation shall be based upon the 2013-2014, 5% rebate amount of approximately \$2,107,719. For example, if the District receives \$2,107,719 in unrestricted one-time new 2015-2016 revenue, an additional 5% shall be provided to bargaining unit members eligible for the wellness rebate under the parties' collective bargaining agreement. The rebate value shall be adjusted for a greater or lower number adequate to backfill for the difference between any ongoing contingency increase provided pursuant to Section 6(a) above and any new unrestricted one-time money for the 2015-2016 school year, up to a total value not to exceed 1% in new compensation. (6(a) and 6(b) combined.)

[Note: For illustration purposes only. If the Section 6(a) ongoing contingency does not result in an ongoing increase 1% in compensation for the 2015-2016 school year and the District receives \$2,107,719 in new one-time State unrestricted funding for the 2015-2016 school year, then EGEA members who comply with the Wellness Rebate eligibility requirements specified in the parties collective bargaining agreement shall receive an additional one-time 5% rebate for the 2015-2016 school year only.]

7. Within 30 calendar days after adoption of the State Budget, the District will determine if the contingency requirements described above in Section 6 have been met and notify EGEA of its conclusion in writing.

8. If the ongoing and/or one-time contingency provisions described in Section 6 are not triggered, only the 2.5% salary increase described in Section 5 above shall be implemented for the 2015-2016 school year.

9. The State LCFF rules and calculations are subject to change by the State Legislature upon adoption of a final 2015-2016 State budget. Therefore, it is impossible for the parties to accurately predict any LCFF changes to the 2015-2016 State budget. If the parties disagree as to whether or not the contingency requirements specified in section 6 above have been met, they agree to meet and negotiate the issue.

10. Two Year Alternate Agreement and Elementary Overloads

The parties agree to Attachment A, a Two Year Alternate Agreement and Overloads Agreement. Attachment A is incorporated by reference into this TA.

11. Elementary Collaboration Time Pilot

The parties agree to Attachment B regarding Early Out/Late Start Elementary Collaboration Time Pilot. Attachment B is incorporated by reference into this TA.

12. Educational Advancement-Column Movement

Effective July 1, 2015, the parties agree that if educational advancement units are or have been approved by the District consistent with Article 19 and the bargaining unit member has adequate educational units necessary for more than one column movement on the salary schedule, bargaining unit members may move more than one column in each school year.

13. Two Year Pilot Agreement-“Subject Matter” Elementary Teachers

The parties agree that for the 2015-2016 and 2016-2017 school years, additional “subject matter” elementary teachers will be assigned to elementary sites based upon the difference in staffing between 26:1 and 28:1 in grades 4-6. This will result in providing grades 4-6 teachers, two weekly, duty-free preparation periods of 40 minutes each (80 minutes weekly) within the instructional day.

If there is any remaining time on the “subject matter” elementary teachers’ schedules, grades 1-3 will receive duty free preparation time in the same subject area as provided to grades 4-6 teachers. Time will be equitably divided among grades 1-3 teachers.

Grades 4-6 class sizes will be 28:1. “Subject-matter” preparation teachers shall receive the same two weekly, duty free preparation periods of 40 minutes each (80 minutes weekly) within the instructional day.

“Subject-matter” elementary teachers will be utilized to teach Physical Education with a common core content emphasis as permitted by credentialing, unless employment and

facilities logistics include opportunities for assignment of teachers to other subject areas (eg. science, music, art).

The District or designee will determine in collaboration with all grades 4-6 teachers, the subject taught at sites where classrooms are available consistent with credentialing, adequate facilities and other logistical requirements.

The expectations of the subject-matter elementary positions will be determined prior to posting of the positions. Such positions will be posted or assigned for the 2015-16 and 2016-17 school years.

[Note: This is a two year pilot agreement. At the end of this pilot, for the 2017-18 school year, the 4-6 class size ratio will revert to the 26:1 ratio included in the collective bargaining agreement, unless otherwise negotiated.]

14. Secondary

The parties agree that the secondary hiring ratio for grades 7-12 shall be no more than 32:1 consistent with the parties' collective bargaining agreement. With a preparation period added, each site will be allocated one FTE for every 26.22 high school students and one FTE for every 25.72 middle school students.

The District or designee shall determine the course assignment for secondary teachers.

[Note: For the 2015-2016 school year, the above ratios result in approximately 18 FTE in new secondary staffing. It is intended that this additional 18 FTE will be assigned for instructional purposes only. It is a mutual interest of the parties to continue to identify opportunities to reduce secondary class sizes in order to support LCFF targeted students in future years.]

15. The parties agree that for the 2015-2016 school year, the District shall add 2 FTE School Nurses.

[Note: It is a mutual interest of the parties to identify opportunities to review School Nurse services related to supporting LCFF targeted students in future years.]

16. The parties agree that for the 2015-2016 school year, the District shall add 3 FTE School Counselors.

[Note: The parties agree that it is the parties' intent to continue to work on reducing secondary counseling ratios.

It is also a mutual interest of the parties to identify opportunities to add additional counselors to provide counseling support to LCFF targeted students in future years.]

17. Counselor Substitutes

The parties agree to continue to meet to discuss strategies for establishing a counselor substitute pool for counselors who are utilizing two consecutive days or more of sick leave or personal necessity.

18. Language Speech and Hearing Specialists

- a. The parties agree that LSH specialists are not required to perform adjunct duties.
- b. The parties agree to form a committee that includes LSH representatives, District representatives and EGEA representatives to meet to discuss strategies for the compensation, recruitment and retention of LSH specialists. This committee will also discuss improvements to provide additional support to LSH specialists including a review of existing as well as new extra support processes. Prior to the end of the pilot agreement included in section 18(c), this LSH committee shall develop recommended solutions to address LSH specialist retention and recruitment issues.
- c. The parties agree that effective for the 2015-2016 and 2016-2017 school years only, LSH specialists may opt to work a 10% longer day than their 2014-2015 assignment. For example, if they have a .5 FTE assignment, they may opt to increase to a .55 FTE for the 2015-2016 and 2016-2017 school years only. For example, if they are assigned a 1.00 FTE assignment, they may opt to increase to a 1.1 FTE assignment for the 2015-2016 and 2016-2017 school years only.

d. LSH Signing Bonus

Effective July 1, 2015, the parties agree that newly hired LSH specialists employed by the District for the first time, shall receive a one-time \$3,333.33 each year for three years as part of their first payroll for each school year worked. For newly hired, part time LSH specialists, this LSH signing bonus shall be pro-rated.

19. Comparability Study

The parties agree to participate in a District-wide Comparability Study Committee with the District to identify comparable districts in terms of LCFF funding, regional location and size, as well as to determine whether the District's compensation, class size, work time and benefits are comparable from a market perspective, and other agreed upon metrics.

CalSTRS

20. The parties recognize that CalSTRS, at its discretion, determines members' eligibility for benefits; the District makes no representation as to whether any compensation paid in accordance with this Tentative Agreement constitutes "creditable compensation" for any CalSTRS program or benefit.

21. Consistent with parties' collective bargaining agreement, the District is responsible for its share of the increased costs for health benefits. It is noted that for the 2014-2015 school year the cost to the District of its increased share was equivalent to a 1.40% in

compensation and for the 2015-2016 school year, the District's increased costs for health benefits is equivalent to .5% increase in compensation.

22. Article 28 Duration The parties agree to extend the term of the collective bargaining agreement between the parties from July 1, 2015 to June 30, 2016. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For EGEA

For EGUSD

Cheryl Hallis
Scott Ford
AD
Michelle Lynn
Janella Hill
John D. Wal
Dated: 2/25/15

Braun Kuzger
Raen Rezendes
Rich Z
Brady Gueval
Ally McCall
Christina C. Penn
Diana McKeay
Dated: 2/25/15