Negotiations with SUTA

Negotiations to Date
This volume of Negotiation News summarizes five negotiation sessions that have occurred with the District and the Selma Unified Teachers Association (SUTA) on September 20, 22, 27, 30, Oct. 7 and Oct. 14.

Articles Reopened
The following articles were reopened by SUTA: Article II-Negotiation Procedures, Article X-Class Size, Article XV-Compensation and Benefits, Article XVI-Hours and Assignment, and Article-XVII-Safety. The District reopened: Article VIII-Leaves, Article IX-Certificated Employee Evaluations, Article XIII-Summer School and Adult Education, and Article XXII-Peer Assistance and Review.

Terms Used in Negotiations
Conceptual Agreement defined: both parties agree on specific language within an agreement, but language can still be changed by either party; identifying conceptually agreed upon language makes negotiations more efficient because we don’t continually present what has already been agreed upon.

Tentative Agreement defined: both parties have reached an agreement that is presented to membership for ratification and to the Board for approval. Both parties have a legal obligation to support the agreement that has been reached.

Please see next pages for updates
Summary and Next Dates
The table below summarizes the culmination of the latest proposals. Conceptual agreements are noted in red. District/SUTA negotiations continue on Oct. 18th and 27th.

<table>
<thead>
<tr>
<th>Article</th>
<th>Proposed Changes</th>
<th># of Proposals Exchanged</th>
<th>Group That Proposes Next</th>
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| Article II Negotiations | - SUTA proposed (7) members on their negotiating team instead of 6 and proposed to remove the grade span representation, citing that diverse make-up of teams is in their bylaws.  
- The District agreed to SUTA’s proposal to have a current CBA posted on the District website within 30 days of ratification.  
- SUTA and the District agreed that negotiation sessions may (rather than shall) be alternatively scheduled between release time and non-duty time. | 7 | Conceptual Agreement |
| Article VIII Leaves | - Clarifying language about Personal Necessity was inserted.  
- Language was updated to reflect the ability to access sick leave totals electronically.  
- Additional sick leave earned during summer school shall have their leave added by Sept. 1st; this leave shall not be deducted if unit members are performing school business.  
- Clarifying language about verifying sick leave was added to state “after the third consecutive day,” unless the District suspects that leave is being abused.  
- If leave is being abused, absence verification can be required regardless of the number of days absent.  
- Failure to provide verification of absence may result in a loss of pay.  
- Language was added to specify which rate of sub pay would be deducted if a unit member’s leave is exhausted.  
- Current, nondiscriminatory language was added for Pregnancy Disability Leave, and updated language was added to parental leaves to include both male and female unit members.  
- A provision was included to request an unpaid parental leave of the Board at least 4 weeks in advance.  
- Personal Necessity language was changed to match Ed Code.  
- If an NQA day is requested with less than 24 hours of advance notice, a unit member must email the supervisor to confirm that a state of emergency exists that necessitated a shorter notification.  
- Except for NQA days, a specific, detailed description of the reason for Personal Necessity leave must be given.  
- If a person is absent for a Personal Necessity reason, and all PN leave is gone, pay shall be deducted to the nearest quarter hour. | 7 | Conceptual Agreement |
| Article IX Certificated Employee Evaluations | - The District has proposed language to clarify that if a condition exists with a permanent unit member that constitutes a second evaluation, the seven day timeline begins when the administrator knew or reasonably should have known about the situation. | | |
The District proposed to strike language about the Clinical Teaching Model.

- The District proposed language to indicate that a unit member’s Evaluation Response Form A.3 must be signed by the unit member and evaluator before being attached to the evaluation.
- The District proposed a second evaluation, after an Instructional Improvement Plan has been jointly written, within 40 work days of the plan being signed.
- The District proposed that the second consecutive evaluation with scores of (1) Unsatisfactory or (2) Needs Improvement shall initiate a referral to Peer Assistance and Review (PAR).
- The District proposed to extend the 7-day timeline to discuss any matter that could affect an evaluation if either the unit member or the evaluator was unable to meet.

SUTA has proposed Status Quo on this article.

| Article X Class Size | The District and SUTA have agreed to compensate teachers who sign waivers in combination classes by the formula specified in Schedule C: Column VI, Step 15, ÷ 185 ÷ class size x # of students x number of days. We are also in agreement to compensate RSP teachers and SLPs when they exceed their caseload (or average caseload for non-preschool SLPs). Both teams are negotiating the following: size of pullout program groups (SUTA: 80 for extracurricular, 65 for academic pullouts; District, status quo at 80) size of PE classes (SUTA 45 for middle and high school; District 50 for middle school; high school identified as a traditionally large group) The District and SUTA agreed to provide additional support for Continuation High School and Opportunities exceed 17 over a two-week period. The District and SUTA agreed to a 2000:1 caseload for School Psychologists. The District and SUTA agreed to balance classes by the second Friday of the school year. The District and SUTA agreed to strike language indicating a teacher could not be asked to sign a waiver if 5 or more spaces existed at the same grade level in another classroom. | 3 | SUTA |

| Article XIII Summer School and Adult Education | Regarding hiring criteria, the District agreed to include Special Education as a content area and RPS and SDC as course specificity. Both teams are negotiating the provision about hiring preference for working the full summer school session balancing summer school classes collapsing classes (SUTA has proposed to not collapse classes after Week 1; District is proposing to retain status quo language to have the latitude to staff based on enrollment or student subject registration) | 4 | SUTA |

| Article XV Compensation and Benefits | SUTA has proposed: Cost of Living Adjustment (COLA), as it is applied to the Local Control Funding Formula (LCFF), be applied to the salary schedule for 21-22 and all subsequent years. This is 5.07%. | | |
-an additional 3% raise applied to the salary schedule
-3% increase to all items on Schedule C
-3% increase to health and Welfare benefits contribution from $14,800 to $15,244
The District proposed a 2% increase on the salary schedule and that health benefits remain status quo.

| Article XVI Hours and Assignment | -SUTA proposed that the 2nd and 4th Tuesdays be used for District use, with the remaining Tuesdays being 7/5 hour workdays, used for teacher prep and planning, and unencumbered by the District. The District countered with status quo language, reminding SUTA that years ago, the Monday 8.0 hour workday was exchanged for the District receiving the ability to use all Tuesdays for District business.
-SUTA proposed that existing prep time include language that the preps be unencumbered. The District countered with status quo language.
-SUTA and the District agreed on language for middle and high school preps.
-SUTA proposed to strike language about noon supervision in cases of emergency. The District must maintain the ability to provide teacher supervision to students and proposed status quo language.
-SUTA proposed compensation for Back to School Night and Open House, paid at the Schedule C hourly rate.
-The District agreed to the name change from Public Schools Night to Open House. The District proposed that all elementary unit members participate in (1) carnival event at the unit member’s work site and that secondary teachers participate in (1) promotion/graduation ceremony corresponding to the unit member’s work site.
-SUTA proposed a 24-hour notice to use comp time rather than 3 days; the District agreed, contingent upon acceptance of the language regarding the additional night for carnival, promotion, or graduation participation.
-Both teams are negotiating compensation for the general ed teacher’s attendance at an IEP.
-SUTA proposed to identify start and end times of the duty day in contractual language. The District countered with status quo language, citing the operational needs of the District and new legislation identifying start times for secondary students beginning July 1, 2022.
-SUTA proposed that enrichment and intervention at Selma High be considered a preparation period and that teachers at the Continuation High School not teach more than two subjects per period and no more than five preps. The District countered with status quo language.
-Both teams are negotiating language regarding the information contained in waivers.
-SUTA proposed that teachers who may want to sell their preps be given 48-hours to decide rather than 24. The District proposed status quo language.
-Both teams agreed to insert the formula used to calculate payment for administrative designees.
-Both teams are negotiating language about itinerant teachers who travel to different sites. | 2 | SUTA |
harmless clause if a unit member arrives late due to a traffic accident, if the unit member provides verification of the traffic accident via the CHP website.

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<tr>
<th>Article XXII Peer Assistance and Review</th>
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<th>Conceptual Agreement</th>
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<td>-The District is now contracting with FCSS to provide induction services. FCSS has procedures for selection of support providers (mentors). The District has proposed language to reflect those changes and has provided SUTA with documents to verify the selection process for mentors. -The District language to mirror proposed evaluation insertions: (2) consecutive evaluations with a (1) Unsatisfactory or a (2) Needs Improvement would initiate a referral to PAR. -SUTA countered with status quo language.</td>
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<td>SUTA</td>
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