

## Proposed 2016-2019 negotiated settlement between Centennial Education Association and the Centennial School District

*From the East County Bargaining Council and your CEA team*

**Background** CEA’s current contract expires June 30, 2016. Since 2013, your Centennial team has been monitoring unresolved issues as reported through your building reps, and in Fall 2015 visited each building to listen to concerns, which were used to build a more detailed survey members responded to in December 2015. January 2016 the CEA and Centennial School District teams met for 2 days of training on the interest-based bargaining process, and came to an agreement to use the process to start off bargaining. Interest-based bargaining is a consensus-based process that starts with framing problems in the form of questions, with both sides generating options that are based on the interests of both parties. Unlike traditional bargaining, contract language is written at the end of the process, instead of the beginning.

The parties met multiple times during the winter and spring of 2016. The final bargaining session was Saturday, June 4, from 9 am – 10:45 pm. The teams met June 16 to finalize drafted language. The East County Bargaining Council, which has legal jurisdiction over the CEA contract, approved the tentative agreement Tuesday, June 22.

You will see references to a document call a Memorandum of Understanding (MOU). As opposed to contract language, which is permanent until changed through the collective bargaining process, an MOU is a temporary agreement that upon expiration does not have to be continued.

**Next steps** Centennial Education members review the tentative agreement and vote, as does the Centennial School District school board.

To aid your decision-making process, we have created the below chart to explain the components of the tentative agreement. We will be conducting an electronic ratification vote **NEED DATE.**

Questions	Current Contract Language	Tentative agreement (pending ratification by all parties)
<b>How do we handle compensation and insurance?</b>	Expires June 30, 2016	<p><i>Salary</i></p> <p>2016-2017 2% increase            2017-2018 2% increase            * Trigger based on State School Fund biennium funding; if 8.4 Billion, additional 1%; if 8.65 B, adt'l 2%</p> <p>2018-2019 2% increase            * Trigger based on State School Fund biennium funding; if 8.9 Billion, additional 1%; if 9.15 B, adt'l 2%</p>

	<p>Insurance pool is currently divided 50% CEA/ 50% CSD</p> <p>Currently we do not offer VEBA, HRA or HSA plans</p>	<p><i>Insurance</i> 16-17 \$1317 17-18 \$1347 18-19 \$1377</p> <p><i>Insurance Pool</i> 16-17 60% to CEA 17-18 70% to CEA 18-19 75% to CEA</p> <p>Memorandum of Understanding (MOU): Create task force to investigate VEBA, HRA, HSA insurance options</p>
<p><b>How do we handle the personal day language?</b></p>	<p>Current: 3 days advance notice for personal leave absence (19.3.1)</p> <p>List of acceptable reasons for personal days (19.3.1)</p> <p>No compensation for unused days</p> <p>Personal leave bank: have to donate every year to be eligible (19.4.1)</p>	<p>19.3 5 days advance notice into the sub request system for personal leave <i>(Note- this is currently the SubFinder system)</i></p> <p>19.3.1 Remove list, except for “cannot be used for a second business.”</p> <p>19.3.3 In the final paycheck members will be reimbursed for unused personal leave at the rate of .5 sub pay.</p> <p>19.4.1 Members may donate once in the lifetime of the contract to be eligible for bank</p>
<p><b>How we ensure that members are allotted the necessary prep time?</b></p>	<p>No language</p> <p>No less than 100 minutes during student contact day</p> <p>No language</p> <p>No language</p>	<p>11.7 Prep time will only be counted in blocks of 15 minutes or more</p> <p>11.7.1.2 Elem member will get no less than 125 minutes of prep a week during student contact day</p> <p>MS/HS learning specialists will get 1 prep period and 1 case management period</p> <p>11.9.2 Beginning the 2017-2018 year, all licensed</p>

<p><b>How we ensure that members are allotted the necessary prep time?</b></p>	<p>No language</p> <p>No language</p>	<p>Special Education specialists will be allocated up to 2 days of substitute coverage or additional compensatory time at the member's normal per diem rate of pay. The member will have the right to choose the option.</p> <p>11.9.4 Duties during the school day will not be assigned to licensed Special Education specialists unless a limitation of building resources necessitates such a schedule. If a duty must be assigned, it will be only one.</p> <p>11.4.1 High school counselors will be granted 5 (five) paid summer work days. Additional days, paid or for compensatory time, may be granted as determined by the building principal.</p>
<p><b>How do we make tuition reimbursement more flexible?</b></p>	<p>Article 14.2.8 Tuition reimbursement only covered registration for up to 2 conferences, workshops, or seminars, member had to give up 6 credits.</p>	<p>14.2.8 Members may use up to the equivalent of 3 credits at the PSU rate to pay for conferences, workshops, or seminars and related fees, including travel and sub costs (may only cover sub costs 1x a year).  <i>-&gt; At this year's PSU rate, 3 credits = \$1068</i></p>
<p><b>How do we deal with transfer timeline?</b></p>	<p>Current: April 1 deadline</p>	<p>Requests for leave, transfers will be due by March 1</p>
<p><b>How do we reduce member stress/workload: job notification</b></p>	<p>Current: Elem notified by June 1. Secondary notified by last working day. No requirement that secondary is notified of course(s), only general area of licensure (i.e., English vs. English AP Literature and Composition).</p>	<p>Article 8.1.2 Secondary members will be given their course assignment 5 work days before the end of the work year.</p> <p>8.1.4 Changes to course assignment after August 15 will result in either comp</p>

		time (release from class or meetings) or paid comp time
<b>How do we reduce member stress/workload: class size</b>	Current: Article 12, Workload Class size	<i>See Special Education agreement</i>
<b>How do we reduce member stress/workload: after hours responsibilities</b>	Article 11.6.3 Work day can be extended up to 10 times per year  No current language  No current language	11.6.3 Work day can be extended 7 times per year  No meetings will be scheduled for affected members on days with extensions.  A 2 week notice will be given prior to workday extensions.
<b>How do we reduce member stress/workload: admin tasks</b>	No language limiting meetings	11.7 District is guaranteed up to 180 minutes a week for staff meetings, late start staff development, and other District directed meetings. Coaching sessions that are requested by members or directed as a Plan of Assistance will not count towards the 180 minutes, nor shall IEP or IEP related meetings or School Intervention Problem Solving team meetings. Once a month, a member may be asked to attend up to 240 minutes of meetings in a week, prorated.
<b>How do we reduce member stress/workload: dress code</b>	No language	No contract language adopted; the District reconfirmed the District's policy on dress, which simply states "Staff is expected to be neat, clean, and to have appropriate dress for work that is in good taste and suitable for the job at hand." (p. 25, Employee Handbook).
<b>How do we reduce member stress/workload: hyper scheduling</b>		<i>See PLC MOU; SpEd agreement; Article 11 agreements</i>

<p><b>How do we reduce member stress/workload: PD lack of focus</b></p>		<p>11.2.3.1 Up to 5 Wednesday late starts a year will be used for non-professional development District-directed activities. (ex: Talent Ed, work sample scoring)</p> <p><i>See PLC MOU for collective building process on PD development</i></p>
<p><b>How do we reduce member stress/workload: Special Education</b></p>	<p>No language</p>	<p>11.9.3 In the case of extended absences, it is the responsibility of the District to provide a solution to maintaining services to students. Student services will not be delayed if a specialist is on an extended absence. Specialists who agree to help cover case loads during another specialist's extended absence will be compensated at their normal per diem rate of pay for services performed within the IEP and approved case management time.</p>
<p><b>How do we reduce member stress/workload: Special Education</b></p>	<p>No language</p>	<p>11.2.3.2 Elementary-level Learning Specialists and Speech Language Pathologists shall be released from student instruction on late start days in order to use the time for IEP development and preparation, student evaluations, progress monitoring, program development, report writing, consultation with building staff regarding student instruction. This will not result in any reduction in guaranteed prep time or lunch time.</p>

	<p>No language specific to SpEd caseloads</p> <p>Non contractual agreement – District agrees to explicitly work on the following.</p>	<p>12.3.1 For Special Education case loads, the District will annually publish its guidelines and review process for allocation. National licensed special education specialists caseload guidelines will be used as part of the District’s guidelines. By October 1, the Association will be provided with current case loads.</p> <p>-District will work with Admin on contract compliance.</p> <p>-District will work with the Students Services Department to create more explicit protocols and communication to key staff members and implementation plans for individual students with behavior intervention plans.</p> <p>-District will work with those working with EA’s to provide clarity on responsibility for providing EA direction.</p>
<p><b>How do we schedule parent/teacher conferences?</b></p>	<p>No language; MOU that expired June 30, 2016</p> <p>Language allowed members to request that buildings be used for conferences outside the regular conference schedule or that parents meet with teacher at the District office for conferences.</p>	<p>Brought MOU into contract, clarified expectation about following building schedule.</p> <p>11.10.5.1 A member with extenuating circumstances which prevent participation in the conference schedule that extends a normal work day may reschedule conferences. In such a case, missed hours beyond the normal workday will be rescheduled by mutual agreement between the member and the building administrator. Rescheduled conferences must occur</p>

<p><b>How do we schedule parent/teacher conferences?</b></p>	<p>No language.</p>	<p>before or after the week of the building's scheduled conferences, and take place during scheduled building hours.</p> <p>16 hours max for conferences.</p>
<p><b>How do we change PLC's to better support professional practice?</b></p>	<p>Current contract has no language on joint responsibility for Professional Development or that mentions PLC's</p>	<p>MOU (temporary agreement 2016-2019)</p> <p><b>Definition of PLC:</b> <i>A PLC is an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to support the learning of each and every student.</i></p> <p>Members of each PLC set their own agenda with administrative guidance and in adherence with the definition of a PLC.</p> <p>Location will be determined by the PLC. The Principal may direct location 25% of the time</p> <p>Coaching is a valuable support in the PLC process. Coaches and PLC members will work collaboratively in order to achieve the goals of the PLC.</p> <p>Principals will meet annually with the staff to gather input to develop a PD plan that includes PLC's. The PD plan will be created in collaboration with the staff by November 15<sup>th</sup> and shared out with staff a second time if modified.</p>

<p><b>How do we ensure the safety of members in contact with disruptive/dangerous students?</b></p>	<p>Article 13.5, 13.5 have procedures for disruptive and dangerous students</p>	<p>MOU: A task force will:</p> <ul style="list-style-type: none"> <li>- Review current data and issues with regard to disruptive and dangerous students</li> </ul> <p>-Develop a clear plan to build consistency with regard to response across the district</p> <p>The task force will meet during the 2016-2017 school year and make recommendations by the end of the school year.</p>
<p><b>How do we ensure that students have greater access to co-curriculars outside the regular school day?</b></p>	<p>Appendix C lists positions and stipends. Hiring process outlined only for Teacher Specialists (C.2)</p>	<p>MOU A task force will be formed comprised of club advisors, athletic coaches, athletic director, administrators, and members of the CEA bargaining team. The task force will:</p> <ul style="list-style-type: none"> <li>- review the current system and make recommendations for: adding new positions, stipend amounts, updates to the current list of positions, job descriptions, hiring processes and balance of HS, MS and ELEM.</li> </ul> <p>The task force will meet during the 2016-2017 school year and make recommendations before the end of the school year.</p>
<p><b>How do we resolve the issue of member use of school-provided technology off campus?</b></p>	<p>5.11.3 gives liability protections to those assigned to more than one building when out of the building</p>	<p>New language extends protection for liability for loss/damage to school-owned technology to all members</p>
<p><b>How do we define a temporary employee?</b></p>	<p>1.4.4 Defines temporary as anyone taking the place of an absent regular member's job</p>	<p>1.4.4.3 Positions posted after August 15 may be posted as temporary. Such an employee shall be included in the bargaining unit from the beginning of their employment.</p>
<p><b>Housekeeping</b></p>		<p>Added: Appendix E: Sick Time law (SB 454)</p> <p>Updated: ESEA is now ESSA, delated HQ</p>