

## NEGOTIATIONS UPDATE

The updates and general information below will provide valuable and timely information about the status of contract negotiations between the Sutter County Superintendent of Schools Office (SCSOS) and the Sutter County Superintendent of Schools Staff Association (SCSSSA) for the 2021/22 contract year.

### October 4, 2022

Article 22 – Class Size: SCSSSA submitted a proposal with revisions to sections B., C., D., F., G., H., and I. as follows:

- B. – Reverted to original contract language but added “reaches a concerning number to the unit member” and deleted “the suggested top guideline”.
- C. – Added “IEP language”.
- D. – Added “potential unit member” and deleted “case manager”.
- F. – Reworded this section for Para-educator support and safety concerns may necessitate discussions with management for additional Para-educator support for the classroom.
- G. – Added this section to provide that where only one classroom is at a district site, the number of non-ambulatory students in a class shall not exceed the number of staff.
- H. – Added “Direct Service/Consult Service minutes” of items to be considered when assigning caseload. Other minor wording/terminology changes.
- I. – SCSSSA felt that two meetings would be beneficial and designated the Spring Projection Meeting and the Fall Review Meeting to occur with the “Program Specialist and/or Director”.

After a caucus, SCSOS provided a counter proposal with revisions to sections D., F., G., H., and I. as follows:

- D. – Deleted “program specialist” and replaced with “administrator”. Deleted “potential” and added “whose classroom is under consideration for placement”.
- F. – Deleted “Program Specialist and/or Director” and replaced with “administrator”.
- G. – Deleted this section with the understanding this was implied in section F.
- H. – Deleted “Program Specialist and/or Director” with only “administrator” remaining for consistency with other language.
- I. – Deleted “scheduled”, revised the October date from the 30<sup>th</sup> to the 31<sup>st</sup>, added “administrator(s) and deleted “Program Specialist and/or Director”.

After another caucus, SCSSSA provided their counter proposal to sections G. and I. as follows:

- G. – Included their prior proposal but removed “shall not” and added that a mandatory meeting will be held to discuss staffing before start of school or when a student is placed.

I. – Deleted “administrator(s)” and added “Program Director”.

After some discussion, both parties tentatively agreed to this article as presented.

Article 10 – Procedures for the Evaluation of Unit Members: SCSSSA stated they had some minor revisions to the SLP evaluation form. SCSOS reviewed the revisions and concurred. Both parties agreed to the SLP evaluation form as presented.

Article 16 – Work Conditions: SCSSSA provided their proposal with the School Psychologist and School Nurses with an 8 hour days with 30 minute duty-free lunch excluded, reverting to the original language of the contract. After some discussion on section C.4. it was agreed to remove “whenever possible” and “still” in regards to timesheets for time attending to student IEP’s outside the members’ workday. With that change, both parties reached a tentative agreement on this article.

Article 27 – Health Benefits and Article 29 – Compensation: Both parties previously agreed they were at impasse on this article at the September 1, 2022 meeting.

The last proposal from each party is as follows:

SCSSSA

- 4% off-schedule (one-time)
- 14% on-schedule (ongoing), retroactive to July 1, 2021, for all salary schedules for all active employees during the 21-22 school year
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250 (SCSSSA’s proposal did not include this but their intention was to accept this change)
- No proposal for Health Benefits

SCSOS

- 1% off-schedule (one-time), retroactive to July 1, 2021 for unit members active as of the ratification date of this agreement.
- 3% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250
- No proposal for Health Benefits

With all other articles agreed to, the parties agreed to proceed with the filing of impasse for Compensation and move to mediation.

**September 1, 2022**

Article 22 – Class Size: SCSOS submitted a proposal focusing on a process of collaboration with program administrators and unit members when determining student placements in special education classrooms and requests for additional support. This includes collaborative meetings to occur in May when planning for the following school year and also a follow-up meeting to occur by October 30<sup>th</sup> to review classroom needs and caseloads.

Article 10 – Procedures for the Evaluation of Unit Members: SCSSSA stated the SLP staff had additional revisions that would be incorporated to their proposal and provided at our next meeting.

Article 16 – Work Conditions: SCSSSA provided their proposal with the School Psychologist and School Nurses with an 8 hour days with 30 minute duty-free lunch included. We discussed consistency in the stated number of hours in the contract to avoid future misunderstandings of the hours credited and deducted for leave. SCSSSA was concerned that stating the number of hours in the contract at 8 ½ hours may lead to deductions in leave balance to be 8 ½ hours rather than only 8 hours if the contract stated 8 ½ hours. Given that concern, SCSOS provided a counter proposal with language to clarify the 8 hour workday and a 30 minute duty-free lunch not to be included in the 40 hours per week. SCSSSA will review and provide any counter proposal at our next scheduled meeting.

Article 27 – Health Benefits and Article 29 – Compensation: SCSOS stated they will not be providing a counter proposal and both parties agreed they were at impasse on this article.

The last proposal from each party is as follows:

SCSSSA

- 4% off-schedule (one-time)
- 14% on-schedule (ongoing), retroactive to July 1, 2021, for all salary schedules for all active employees during the 21-22 school year
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250 (SCSSSA's proposal did not include this but their intention was to accept this change)
- No proposal for Health Benefits

SCSOS

- 1% off-schedule (one-time), retroactive to July 1, 2021 for unit members active as of the ratification date of this agreement.
- 3% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250
- No proposal for Health Benefits

Both parties agreed to delay the filing of impasse for Compensation to allow further progress on the remaining articles. The next scheduled meeting is set for October 4, 2022.

**August 23, 2022**

Article 22 – Class Size: SCSSSA resubmitted their previous proposal exactly as originally submitted on March 29, 2022. SCSOS reiterated that the SCSSSA's proposed class size limitations would require a substantial increase in the number of classrooms needed to accommodate and the authority to add classrooms resides with the SELPA's Superintendents Coordinating Council according to the SELPA's local plan, not with SCSOS. SCSOS will review and provide a counter proposal for consideration at the next meeting.

Article 10 – Procedures for the Evaluation of Unit Members: SCSOS provided another revised draft evaluation form. There was some discussion for clarity on pages 5 and 14 of the form and noted some instances where “therapist” remained in the document that need to be revised to “pathologist”. SCSSSA will review with their Speech and Language Therapist (SLP) members and return with any further revisions or edits.

Article 16 – Work Conditions: SCSOS provided a counter proposal to revert the language to “excluding a thirty (30) minute duty-free lunch” as originally stated in sections A.2. School Psychologists and A.3. School Nurses. SCSSSA questioned why SCSOS would not accept the lunch break to be included in the workday for these classifications. SCSOS stated that SCSSSA has not provided a compelling explanation or programmatic benefit for reducing the workday for these positions by 30 minutes.

Article 27 – Health Benefits and Article 29 – Compensation: SCSSSA provided a counter-proposal for these articles as follows:

- 4% off-schedule (one-time)
- 14% on-schedule (ongoing), retroactive to July 1, 2021, for all salary schedules for all active employees during the 21-22 school year
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250 (SCSSSA’s proposal did not include this but their intention was to accept this change)

No proposal for Health Benefits

The next scheduled meeting is on October 4, 2022. Both parties agreed to an interim meeting on September 1, 2022 from 12:00 to 3:00.

## **May 27, 2022**

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: SCSOS provided the draft evaluation form with some revisions for SCSSSA to review.

Article 16 – Work Conditions: SCSSSA provided a counter-proposal using the term “including” with respect to the duty-free lunch for sections A.2. School Psychologists, A.3. School Nurses, and A.4. Infant Program Teachers.

SCSSSA’s proposal revised language in section A.2.c. to eliminate SCSOS’ proposed language “All extra duty must have prior approval from their supervisor”. Revised section B.3. to remove supervisor input in developing annual calendars for itinerant staff. Also, removed the 60-minute floor limit on IEP timesheets in section C.4.

Article 27 – Health Benefits and Article 29 – Compensation: SCSOS provided a counter-proposal for these articles as follows:

- 1% off-schedule, retroactive to July 1, 2021 for unit members active as of the ratification date of this agreement.
- 3% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$2,500
- Increase Article 29, section C. from \$50 to \$250
- No proposal for Health Benefits

No other meeting dates were mutually available for the remaining portion of the school year. Additional meeting dates will be scheduled to resume after the summer break and SCSSSA members return to begin the 2022-23 school year in late August or early September.

### **April 19, 2022**

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: SCSSSA provided a draft evaluation form for SCSOS to review.

Article 16 – Work Conditions: SCSOS provided a counter-proposal removing the “including” and added “excluding” with respect to the duty-free lunch for sections A.2. School Psychologists, A.3. School Nurses, and A.4. Infant Program Teachers. Revised language in section A.2.c. to eliminate “trade days” and replace with compensation for additional days in order to align with CalSTRS rules. Also, added back the 60-minute floor limit on IEP timesheets in section C.4.

Article 27 – Health Benefits and Article 29 – Compensation: SCSSSA provided a counter-proposal for these articles as follows:

- 6% off-schedule one-time COVID extra workload payment
- 15% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$2,500
- No proposal for Health Benefits

### **March 29, 2022**

Article 22 – Class Size: SCSSSA provided a proposal establishing maximum class size/caseload for each Special Day Class (SDC) by program type, for itinerant staff, and for Pathways Charter.

SCSSSA proposed that each SDC shall have two (2) full-time classified aids and an additional aid will be added when an SDC exceeds the maximum, not to include any one-on-one aids or interpreters.

For itinerant staff, SCSSSA proposed Direct Service/Consult Service minutes (including travel time) shall not exceed 45 students or 60% of the contracted work hours per month. Exceeding these limits will result in additional supports or compensation for extra duty.

SCSOS provided a counter-proposal eliminating the revisions proposed by SCSSSA except for the class size ratio for Pathways Charter Academy of 25 to 1. SCSOS stated its position that the proposed SCSSSA limitations in class size would result in a material increase in the number of classrooms necessary, approximately 14 additional classes, with the same number of students. As a result, SCSOS stated its concern that this could result in unsustainable costs to the school districts within Sutter County who fund the SCSOS' Special Education program.

Article 10 – Procedures for the Evaluation of Unit Members: SCSSSA stated staff is in the process of reviewing the draft.

Article 16 – Work Conditions: SCSSSA provided a counter-proposal proposing the number of working hours be 7 and 8 hours, according to position, from the 7 ½ and 8 ½ previously proposed by SCSOS while keeping the “including thirty (30) minute duty-free lunch” in all classifications. Also, removed the limit on IEP timesheets proposed by SCSOS in section C.4.

Article 27 – Health Benefits and Article 29 – Compensation: SCSOS provided a counter-proposal for these articles as follows:

- 0% off-schedule one-time COVID extra workload payment
- 3% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$1,500
- Increase Article 29, section C. from \$50 to \$250
- No proposal for Health Benefits

### **March 9, 2022**

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: SCSSSA stated staff is in the process of reviewing the draft.

Article 16 – Work Conditions: SCSOS provided a counter-proposal increasing the number of hours in the workday by 30 minutes to accommodate SCSSSA's proposal for lunches to be “including a thirty (30) minute duty-free” so the number of working/service hours would not be reduced. SCSOS also proposed to eliminate the section B.3. proposal by SCSSSA for itinerant staff calendars and to add section C.4. to reduce, but not eliminate, timecards for IEP time with a 60-minute floor.

Article 27 – Health Benefits and Article 29 – Compensation: SCSSSA provided a counter-proposal for these articles as follows:

- 7% off-schedule one-time COVID extra workload payment
- 15% on-schedule, retroactive to July 1, 2021, for all salary schedules
- Master Stipend increase from \$1,000 to \$2,500
- No proposal for Health Benefits

## **January 12, 2022**

Meeting via Zoom and primarily focused on developing a MOU for a change in working conditions relative to COVID and the State's change in requirements for independent study and determination of average daily attendance (ADA).

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: No proposals exchanged.

Article 16 – Work Conditions: No proposals exchanged.

Article 27 – Health Benefits: No proposals exchanged.

Article 29 – Compensation: No proposals exchanged.

## **December 16, 2021**

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: SCSOS provided a draft Speech and Language Pathologist evaluation form. SCSSSA will share with related staff and provide recommendations and feedback.

Article 16 – Work Conditions: SCSOS asked for some clarification of SCSSA's previous proposal. SCSOS will provide a counter-proposal at the next scheduled meeting.

Article 27 – Health Benefits: No proposals exchanged.

Article 29 – Compensation: No proposals exchanged.

## **December 2, 2021**

The meeting began with the Ground Rules for 2021-22 Negotiations revisions. Both parties agreed to the revisions.

Article 22 – Class Size: SCSSSA was still working on a proposal and did not have a counter-proposal to provide at this time.

Article 10 – Procedures for the Evaluation of Unit Members: SCSOS provided additional sample Speech and Language Pathologist evaluation forms. SCSOS continues to work on a draft form to provide to SCSSSA for review.

Article 16 – Work Conditions: SCSSA provided an initial proposal to revise sections A.2. School Psychologists and A.3. School Nurses to reflect that "including a thirty (30) minute duty-free" lunch in the 8 hour work day from the current language that states "excluding lunch" from those 8 hours. Also

included in the proposed changes include section A.4.c. be eliminated and section B.3. be added for calendars of itinerant staff.

Article 27 – Health Benefits: No proposals exchanged.

Article 29 – Compensation: SCSSSA expressed its position that the amount in section C. was too low and should be increased. No proposals exchanged.

#### **November 4, 2021**

The meeting began with a review and discussion of the Ground Rules for 2021-22 Negotiations between the parties.

Article 22 – Class Size: SCSOS provided an initial proposal to eliminate section B. and to remove the words “special education” in section D.

Article 10 – Procedures for the Evaluation of Unit Members: SCSOS desires to add a Speech and Language Pathologist evaluation form and provided a sample draft. SCSSSA will review and provide recommendations and feedback.

Article 16 – Work Conditions: There was a discussion by SCSSSA to add the number of hours for School Nurses to section 3. No proposals exchanged. SCSSSA will work on a proposal.

Article 27 – Health Benefits: No proposals exchanged.

Article 29 – Compensation: No proposals exchanged.