

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 Teachers Association of Sutter County (TASC) for the 2023/24 contract year.

April 20, 2023

Article 10 – Evaluations: TASC provided a proposal that added the “Speech/Language Pathologist” to be consistent with the SLP evaluation form in Appendix D. SCSOS accepted the proposal. This article was TA’d at 10:08am.

Article 21 – Staff Development Program: TASC provided a proposal to remove section B.4. with the intent to move to Article 16 where it seemed more appropriate. It also removed section C. because it was no longer relevant. SCSOS stated they would like to see the proposed language in Article 16 before responding.

Article 19 – Specialized Health Care: SCSOS provided a counter-proposal to TASC’s language in sections D. & E. The parties discussed involuntary transfers and what was considered a negative consequence. We also discussed how unit members would or would not notify their immediate supervisor if they had apprehensions with performing certain student health-related tasks.

MOU for Supervision of SLPA – SCSOS presented an MOU to recognize Speech/Language Pathologists (SLP) for the added responsibilities of overseeing the work of Speech/Language Pathologist Assistants (SLPA) and compensation for those responsibilities as a stipend in the amount of \$5,500. TASC questioned whether the amount was for each SLPA under supervision or one amount in total. SLP’s are only permitted to supervise 2 SLPA’s at any one time. SCSOS clarified that the amount was \$5,500 in total and not \$5,500 for each SLPA. TASC stated the SLP being willing to supervise the SLPA’s was a benefit to SCSOS and questioned the incentive to the SLP to oversee more than one SLPA.

March 29, 2023

Article 1 – Agreement: SCSOS’ proposal added the following language:

- Unit member shall be advanced to the next experience step on the salary schedule upon completion of at least seventy-five percent (75%) of the regular contract days of the position, as described in Article 16, during the prior year. Hours or days worked as Extra Duty shall not be counted towards regular contract days for the purpose of step advancement.
- Unit members shall have their salaries adjusted retroactively for the school year upon submission of additional units by September 15 of the current school year.
- Column advancement for the attainment of the appropriate teaching credential shall take effect upon the issuance date of the credential from the California Commission on Teacher Credentialing.

TASC provided a counter-proposal that updated the dates in the original article, revised the association's name to TASC, and eliminated the above language as both parties agreed the more appropriate location of the language was Article 29 – Compensation. This article was TA'd at 1:45pm.

Article 4 – Bargaining Unit Member Orientation Information: TA'd at 9:46am with no revisions.

Article 7 – Professional Dues & Payroll Deductions: TA'd at 9:46am with no revisions.

Article 8 – Association Rights: TASC provided a counter-proposal eliminating the language proposed by SCSOS. There was some discussion around SCSOS intent and TASC clarified their use of release time to process association business. SCSOS indicated the intent was not to limit association business, just to clarify. After some additional discussion, SCSOS agreed to drop the proposed language and accept TASC's counter. Article TA'd at 1:41pm.

Article 9 – Vacancies/Reassignment: TASC provided an initial proposal to revise the definition of "Reassignment", classify Section B as "Involuntary Reassignments", add "Voluntary Reassignment" to Section C, delete Sections C.3.d.&.e. and C.5. It also added "The Association President will be notified of the reassignment in conjunction with the unit member notification" at C.8.

SCSOS provided a counter-proposal accepting the revised definition of Reassignment in Section A., title change at Section B. and C., deleting Section C.3.e, and the added language at C.8.

However, SCSOS keeps section C.3.d. and revised to read:

- Other relevant qualifications, such as experience of the unit member, prior evaluations, and/or program needs.

SCSOS also proposes to keep Section C.5 to read:

- A unit member who has been granted a new position may request a second change in position the same work year, but not to exceed two (2) request in any year.

Article 13 – Personal & Academic Freedom: SCSOS provided a proposal that included only an Ed Code reference change from Section 219 to 210.2 that was due a new law added to the Ed Code that caused the other section numbers to be renumbered. No actual change to the law. Article was TA'd at 1:46pm.

Article 19 – Specialized Health Care: SCSOS provided an initial proposal to add "licensed/" to Sections B & C.

TASC's counter-proposal eliminated the "licensed/" in the section proposed after both parties discussed further and determined it wasn't necessary. "Any procedure requiring licensed medical personnel will not be done by school staff not appropriately licensed to do so" was added to Section B. The "Examples of specialized health care....." was moved to the end of the article. Section D language was replaced and Sections E. & F. were added.

Article 22 – Class Size: SCSOS provided an initial proposal to revise Section D. with the intention of changes the 25 to 1 ratio from student caseload/enrollment to a 25 to 1 ratio of ADA. SCSOS cited the attendance ratio for students enrolled at Pathways Charter Academy (PCA) has been 60% to less than 50%. At a full caseload of 25 students, that would only general around 12.5 ADA and trigger the addition of a teacher/classroom, which is not affordable or sustainable.

March 16, 2023

The meeting began with a review and discussion of the Ground Rules for 2023-24 Negotiations between the parties. Both parties agreed to the Ground Rules as presented.

TASC expressed that the timesheet retro for the 2021/22 and 2022/23 was confusing. SCSOS explained the automated process used by the financial system to make the calculations and agreed that the presentation on the paystubs was not ideal, but SCSOS is limited by the capabilities of the financial system. SCSOS will consult with the financial system vendor to determine if a more clear method of presentation is possible.

TASC had some concerns about the implementation a new method of tracking services/minutes for IEP's and whether SCSOS was mandating its use. SCSOS stated this new automated Service Tracker system was optional but would offer training to staff and make it available to anyone wishing to utilize this system over the current method of manual logs.

There was a discussion about administrative paperwork filing issues that TASC indicated have been shifted onto their members that were previously the responsibility of the school secretaries. SCSOS requests the filing of the IEP paperwork be the responsibility of the TASC service provider of the IEP and asked for a list of other items from the TASC members they are filing that should be the responsibility of the school secretaries so SCSOS can make any necessary adjustments.

Since the 2023/24 school year represents the first year of a new 3-year contract, all articles are open for review. Going through each article, the parties identified the articles they wanted to address and review further. The parties tentatively agreed to the following articles:

- Article 2 – Recognition
- Article 5 – Negotiations Procedures
- Article 23 – Travel, Conference & Reimbursement
- Article 30 – Blank

Article 8 – Association Rights: SCSOS provided an initial proposal to add language to define “association business”.