

PRESENTATION of the  
TENTATIVE AGREEMENT  
between the  
SWEETWATER EDUCATION ASSOCIATION/CTA/NEA  
and the  
SWEETWATER UNION HIGH SCHOOL DISTRICT  
to the  
November 27, 2018 SEA REP COUNCIL

**SEA Bargaining Team:** Colleen Cooke-Salas (Chair), Julie Walker, Tere Harris, Robert Farrell, John Cox, Dalisay Quitlen, Gretel Rodriguez, and Lian Shoemake (SEA Executive Director)

<p><b>Article 4 Adult Education</b></p>	<p><b><u>4.1 Classification of Unit Members:</u></b> (Full time is 30 hours and Perm, Prob. and Temp defined, per Ed Code)</p> <p><b><u>4.3: The District shall post positions and additional hours on the Human Resources webpage, and provide them to the Association and Adult Education division via district e-mail and via district e-mail communication to each Adult Education teacher. Adult Education teachers who desire to apply for a posting may file an application with the Human Resources Department electronically or in person.</u></b></p> <p><b><u>4.3.A.2: All efforts will be made to extend probationary (more than eighteen [18] hours) teachers' hours to those required for permanent status track before allocating available hours to temporary teachers. It is not the intent of the District to reduce the hours of second-year probationary employees for the sole purpose of disallowing attainment of permanent status.</u></b></p> <p><b><u>4.3.A.4: Unit members who are considered but not selected for additional hours will be notified of their non-selection. They may also request a written statement from the Human Resources Department or designee indicating the reasons the unit member was not selected.</u></b></p> <p><b><u>4.3.B.3: All Adult Education teaching vacancies and additional hours will be offered to Adult Education teachers prior to posting to the rest of the bargaining unit.</u></b></p>	<p>Your Bargaining Team spent many months negotiating this article and achieved what the adult school teachers had requested: a pathway to permanency. Our goal was to elevate the Adult Teacher position to a full-time, livable occupation. The Preamble says it best: <i>The Parties believe that our Adult Education Division students are best served by full time Adult Educators. Consistent with meeting program needs, it is the intent of the parties to assist permanent educators in reaching full-time status. Additionally, consistent with program needs, all efforts will be made to extend probationary unit members' hours and work year to those required to attain permanent status track before allocating available hours to temporary unit members. It is not the intent of the District to reduce the hours or work year of second-year probationary employees for the sole purpose of disallowing attainment of permanent status.</i></p> <p>This article was completed and tentatively agreed to on 8/29/18.</p> <p>The District applied the definitions pre-ratification in order to move some Temporary AE teachers to Probationary and so avoid lay-off.</p>
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<p><b>SERP</b></p> <p><b>Tied to no lay-offs (no pink slips)!</b></p>	<p><b>Supplemental Early Retirement Plan</b></p> <p>Expanded eligibility to include those who will be at least 50 years old at time of retirement/resignation and have 5 years of District service.</p> <p>Employees with 30 years of district service between the ages of 50 and 54 and 11 months, who retire, will be permitted under this SERP offer only to receive up to 10 years of health and welfare benefits from time of retirement.</p> <p><i><b>If the Board adopts the SERP on December 17, 2018, the District commits to not do any 7-12 certificated reductions in force during the 2018-2019 school year (March 15 or May 15 notices.)</b></i></p>	<p>A budget solution for 2018-19 and beyond.</p> <p>Not bound to STRS retirement eligibility as the resignation option is available.</p> <p>Recognizes people may be 50 years old with 30 years of service and would not otherwise have been eligible for the health benefits package with this SERP.</p> <p>This is a <b>big win</b> in light of the District's financial situation!</p>
<p>Article 18 Health and Welfare Benefits</p>	<p><b><u>Contingent on the District receiving a positive certification of the SUHSD 2020-2021 budget, the District shall increase the District's maximum annual contribution to the Health and Welfare Benefits cap from \$14, 130 to \$15, 130 on January 1, 2021. This does not prevent the parties from reopening Article 18 and Article 36, Wages, for the 2019-2020 successor agreement.</u></b></p>	<p>The District was not in a position with the County to offer money on the pay scale, but felt they would be able to create an acceptable agreement with the increase to health benefits. This represents a significant benefit to families and "plus ones".</p>
<p>Article 6 Calendars and Work Year</p>	<p><b><u>For the 2018-2019 fiscal year only, all certificated teaching bargaining unit staff working on a 187 or more work day calendar will be furloughed (placed in a non-paid status) for two days (January 14, 15, 2019). To reduce the impact of the reductions in earnings, employees' pay warrants will be adjusted/recalculated to equally spread out the reduction in earnings over the January through June pay warrants.</u></b></p>	<p>A budget solution for 2018-19.</p>
<p>Article 15 Extra Service Assignments</p>	<p>15.1.E.1: Posting Additional hourly 7-12 <b><u>"tutoring" or "teaching" assignments shall be posted at the site through email communication</u></b> for the consideration of unit members.</p> <p>i. <b><u>For the purposes of "Hourly Tutoring Assignments", those assignments will be sessions in which students attend and are working with certificated staff to complete a variety of assignments on an independent basis with immediate supervision and support to complete course work from a student's current classes. Tutoring may include individual and/or group supplemental instructional support, assessments, or differentiation. Tutoring shall not include a pre-determined learning objective or outcome as approved by the principal.</u></b></p> <p>ii. <b><u>For the purposes of "Hourly Teaching Assignments", those assignments will be sessions occurring during the extended day which include pre-determined learning objectives as approved by the principal, but which do not include assignments of a course grade or credit.</u></b></p>	<p>This resolves a grievance regarding teachers re-teaching classes of students after school but receiving only tutoring pay.</p>

Appendix C-4	<b><u>Change rate of “Hourly Teaching Assignment – Extended Day” to \$51.30 or Prorata Per Diem, whichever is less.</u></b>	This added pay rate recognizes that re-teaching students in an afterschool class is different than tutoring students afterschool on a drop-in basis.
Article 15 Extra Service Assignments	Coaching Assignments: <b><u>15.1.A.1.A: All internal unit members shall be guaranteed an interview.</u></b> 15.1.A.7: Replace “Walk on Coaches” with <b><u>Positions Not Filled by Unit Members.</u></b> 15.1.A.2 Add to end: <b><u>Posts will appear on the District website, will be provided to the Association and school sites via district email, and via district email communication to each unit member.</u></b> 15.13 <b><u>Further, after February 1, 2019, once data from the Interest List called for in 15.1.A.7.A has been received and reviewed, the parties will meet to discuss ways to increase the number of bargaining unit members serving as coaches.</u></b>	Progress in removing walk-on coach language from our contract and moving towards more unit members serving as coaches.
Article 25 Teacher Induction	25.1 Add: <b><u>“The Induction Program shall be suspended for the year following any year the District initiates a 7-12 certificated Reduction in Force”. For example, if the District initiates a RIF in 2018-19, then the Induction Program is suspended in 2019-2020.</u></b>	This program represents a high rate of expenditure per candidate and, while valuable, is affordable only when a Reduction in Force is not needed. While this program is a good recruiting tool for our district, lay-offs are not.
Article 37 Special Education	The pilot programs described in 37.1.A.1 and 37.2.A&B shall be continued until the parties ratify a successor agreement.	Important to realize is that Special Ed teachers have a district-wide pool of an additional <b>100</b> days for teachers or sites that finish their 9 IEP days due to the length of IEP meetings, complexity of the IEPs, or other needs as determined by teacher and principal. These days were allocated <b>TEMPORARILY</b> in order to see if the Special Ed teachers’ needs for more than 9 days each was really necessary, as Spec Ed teachers had told us they were. Teachers are not using their IEP days, so it is hard to argue more are needed, when it looks like 9 is enough, or too much! If you do not use them, you will lose them! So all the Special Ed teachers need to actually do their IEP work only on IEP days and certainly not on your own time!