

Sent: Friday, May 15, 2015 12:19 PM

Subject: Negotiations: Tentative Agreement Reached

Greetings SVVEA Members,

Negotiations have officially wrapped up, with the Memorandum of Agreement finally completed yesterday. The District's attorney, key to crafting this document, was delayed for a couple of days while working with the State Board of Education. We originally thought that ratification ballots would be in buildings Thursday, but they will arrive today.

Your Association Representative will be providing you with ratification vote information. Please familiarize yourself with the Bargaining Summary information below. The SVVEA-SVVSD MOA (Memorandum of Agreement) (see link on the SVVEA website) provides details for the summarized items below.

BARGAINING SUMMARY for 2015 - 2016:

TERM OF THE AGREEMENT

Our Master Agreement has been extended for another two years, effective July 1, 2015 through June 30, 2017. This kind of thing used to be taken for granted, but it's a time in Colorado when local associations, large and small, are under assault. The Jeffco Teachers' Association faces a hostile school board which has imposed "performance pay" and shows little interest in extending their agreement into next year. Closer to home, the Thompson School Board recently voted to let their agreement with the Thompson Ed. Association expire.

COMPENSATION

With the collaboratively redesigned salary schedule, base pay increases to \$36,000. The salary schedule redesign and its details were emailed on April 24th, and with additional member input gathered and analyzed, increases to the yellow cells section of the schedule have been negotiated. This was an area of concern for our most veteran teachers and it has been addressed.

2015-16 Salary Schedule (See SVVEA website for the schedule, or the last page of the MOA, or p.46 in the Master Agreement.)

NOTE: HR plans to email to each teacher by Monday, May 18, 2015 their step placement on the 2015-16 Salary Schedule.

- Teachers placed on a maximum temporary/yellow step will receive a one-time stipend for \$2100 (or an amount in proportion to their FTE). This amount is PERA includable.
- Teachers may only be placed or move into the temporary/yellow cells at the beginning of the 2015-16 school year.
- Details of the features and functions of the new salary schedule are found on pages 15-18 of the MOA. Rationale for the new salary schedule and its features are on MOA pages 13-14.
- The District will fund education lanes for teachers' lateral advancement on the new salary schedule, pursuant to Article 32.

- The Additional 29 Hours/Meeting Time Memorandum of Understanding and its annual stipend of \$1200 *will no longer be in effect.*
- Beginning in the 2015-16 school year a total of seven (7) hours will be added to the contract year and will be permanently ongoing. (See p. 9 of attached MOA for details of these hours in Master Agreement Article 8.) Compensation for these hours was calculated at the average hourly per diem rate (\$41) on the current schedule, for a total of \$287. It is included as part of the \$1000 base pay increase from the original schedule redesign with a \$35,000 base.
- The District will pay the teachers' 0.5% portion of the mandatory PERA increase as part of compensation.
- Reopening negotiations in January 2016, with an emphasis to increase base pay for 2015-16, may occur with either of the following: 1) The total statewide property tax estimate came in \$70 million above what was anticipated by the legislature when they wrote the Colorado State Budget for fiscal year 2015-2016. An amendment to the 2015 School Finance Bill was approved by the legislature promising that mid-year corrections to the state budget (in January 2016) for any increased property taxes will result in an increase in K-12 funding. This promise is *not* a guarantee; 2) If tax estimates above what was anticipated for the District's two Mill Levy Overrides are realized when the numbers are finalized in December 2015.
- **Health Insurance**
(NOTE: While not a part of the SVVEA-SVVSD negotiations process, the School Board has just authorized the District to enter into negotiations with CNIC Health Solutions as the plan administrator for the SVVSD self-funded health insurance plan (to replace Cigna). This choice was the result of a collaborative decision-making group that included representatives of SVVSD employee groups. Rates are currently being renegotiated with Kaiser, which remains a provider. More information will soon be provided by the District.

The following change will provide more leverage for the District as it negotiates with health insurance providers and plan administrators.

Master Agreement Article 33.1 is amended as follows: Regardless of the actual insurance plan selected by the teacher, the monthly teacher contribution toward the cost of employee-only coverage may be up to 3% of the monthly premium for the highest cost employee-only plan offered by the District. The District will contribute the remaining monthly premium for the employee-only plan. Any teacher contribution increase will be effective January 1, 2016 through December 31, 2016. The specific District contribution amount is dependent upon the actual insurance plan selected by the teacher. ~~For the 2014-2015 school year, the District will contribute up to \$7,712 per year toward the cost of employee only health insurance coverage under the District's group health insurance plan for each teacher enrolled in the District's plan. Currently, teachers contribute either \$5 (Kaiser) or \$15 (CIGNA) per month toward the cost of employee only coverage, depending upon the actual plan selected by the teacher. The teacher contribution amounts shall remain in effect through the 2014-2015 school year. The specific District contribution amount is dependent upon the actual insurance plan selected by the teacher.~~

NOTE: The employee-only monthly health insurance teacher contributions will remain at \$15 for CNIC (replacing Cigna) and \$5 for Kaiser for Jan. 1 2016 through Dec. 31, 2016.

ARTICLE 6 - SUPERVISION AND EVALUATION

- The following addition to Article 6 provides for modification of the state-required annual evaluation cycle, while still meeting the requirements of SB 191 “Educator Effectiveness.” Beginning in 2017-18, non-probationary teachers could be on a cycle for the evaluation of their professional practices standards every third year.

6.2.4 Non-probationary teachers with accomplished and/or exemplary ratings on their professional practices rubrics for two (2) consecutive years may carry forward their ratings on the professional practices rubric for the subsequent two (2) years, in their End of Year Reports. Such teachers may remain on a cycle of updated professional practices ratings every third year, so long as they maintain a final end of year review report rating of effective and/or highly effective. However, the district shall have the right to evaluate any non-probationary teacher more frequently.

- Revision of the evaluation Appeals Process language now allows non-probationary teachers with Final End of Year ratings of “partially effective” or “ineffective” the right to appeal immediately upon receipt of such ratings, rather than after the second consecutive year of such ratings. The grounds for appealing have also been expanded. (See pages 7-8 of the attached MOA.)

ARTICLE 21 – ANNUAL LEAVE

ARTICLE 22 – SICK LEAVE BANK

Similar to last year, the District again focused on trying to reduce the number of Annual Leave days. Different this year was their proposal to put the cost/savings of cutting back five (5) of the eleven (11) Annual Leave days and putting that amount towards base pay. However, they were never able to quantify an amount. As well, SVVEA members have made it very clear that scaling back Annual Leave is a very sensitive proposition. There were numerous proposals and counter proposals with these two articles, but each side was quite far apart from the other. A couple of examples will demonstrate this.

Annual Leave use can be particularly high on certain days of the year – Fridays and Mondays and the days just before and after a break, which may strain the substitute pool and sometimes leaves teacher absences unfilled, necessitating emergency coverage by colleagues. SVVEA made suggestions for incentivizing substitutes to work on these high-demand days, but also specific proposals to incentivize teachers to *not* use Annual Leave.

A District Proposal on February 19 (turned down by SVVEA):

21.1 FORTY TWO HOURS ~~Seventy seven hours~~ of annual leave will be granted during each year of employment to be used at the professional discretion of the teacher. Hours will be pro-rated for part-time employees. A TEACHER SHALL NOT TAKE LEAVE THE LAST DAY BEFORE, OR THE FIRST DAY AFTER, A HOLIDAY OR PERIOD OF SCHOOL INTERMISSION WITHOUT PERMISSION FROM AN ADMINISTRATOR.

Two SVVEA Counter Proposals on March 4 (**rejected by the District**):

21.8 Anyone ~~retiring through PERA with ten years of service in the District or~~ who leaves the District with ~~twenty~~ TEN or more years of service with the District will receive ~~\$35.00 per day~~ CURRENT DAILY SUB RATE for unused sick leave above ~~30~~ 20 days up to a maximum of 125 paid days.

21.9 NO LATER THAN JUNE 1 ANY TEACHER WHO IS NOT PART OF THE SICK LEAVE BANK MAY FILE A REQUEST WITH HUMAN RESOURCES TO BE COMPENSATED FOR UP TO TWO (2) ANNUAL LEAVE DAYS AT THE DAILY SUB RATE.

Differences over Diff-Dock Pay:

The District also has an interest in eliminating Diff-Dock, the difference between a teacher's per diem salary and a per diem rate paid to the teacher's substitute teacher or teachers. Diff-Dock is used in two instances: Article 21.5 After a teacher has exhausted all his/her annual leave and accrued leave, the teacher will be paid the Diff-Dock for the duration of the personal illness or injury of the teacher or their family member until the end of that academic year, whichever occurs first; and Article 22.15 When accessing the Sick Leave Bank (SLB). Hours may be granted from the Bank only after the SLB member requesting Leave Bank hours has used all his/her paid leave *and* has used 140 hours (or equivalent of 20 contract days for employee) of leave paid at their Diff-Dock rate.

In their proposals to eliminate Diff-Dock pay, the District also wanted to apply the savings to base pay. It would have amounted to less than \$100. Current Diff-Dock usage is very important to those taking medical and maternity leave who don't have much/any accrued leave. The trade-off is not worth it.

SVVEA presented a broad proposal to expand the Sick Leave Bank, making it easier to access and to include maternity leave. It is an opt-out plan, structured to eliminate Diff-Dock and reduce one Annual Leave day. We believe it meets the needs of both the District and teachers regarding these aspects, but the District did not accept it. Like many proposals, it will resurface in future negotiations.

Article 21.1 was amended as follows:

21.1 Seventy-seven hours of annual leave will be granted during each year of employment to be used at the professional discretion of the teacher. Hours will be pro-rated for part-time employees. In the spirit of collaboration and in recognition of the important role that teachers play in providing a quality education, teachers will make every effort to avoid taking annual leave the last day before or the first day after a holiday or period of school intermission. In the event such an absence is unavoidable, the teacher shall communicate with their administrator as soon as possible in order to minimize the disruption to the learning environment.

ARTICLE 8 – TEACHER HOURS AND LOADS

This is an article that typically receives a lot of attention from SVVEA, and this year was no different. You will find the details of the changes to this article on pages 9-11 in the attached MOA. Also included is an attachment of the Article 8 TA (Tentative Agreement) reached on May 8, 2015. You will get an idea of the proposals and counter proposals that were exchanged between SVVEA and the District. Some of the changes are simply “clean-up” items that make the language easier to follow (once all of the CAPS, strikethroughs, etc. are removed), but you can also see unsuccessful SVVEA proposals regarding equitable Kindergarten para allocation (8.3.1), a concept for teachers to have the choice of a couple of “floating workdays” (8.11.3), and another effort to have class size/case load overages defined in 8.13.1.1 and 8.13.1.2. For the second year, the District has been unwilling to accept hard numbers based on the BOE and Student Services approved class size or case load ratios to define class size/case load overages. They counter that

the Staffing Allocation formulas, with additional Focus Program and other FTE mean the actual class ratios are smaller than indicated. However, the new language in 8.13.1 should make it easier to access actual FTE usage in a building to address large class sizes.

With mutual agreement between SVVEA and the District to *not* continue the Additional 29 Hours/Meeting Time MOU), and while seven (7) seven additional supervisor directed hours have been added to the contract year (as described in 8.1.0), any teacher documentation for the existing nine (9) teacher directed collaborative hours has been removed from Article 8. That documentation for meeting time was a major concern expressed by members.

You'll notice that in the final two pages of proposed language in the attached Article 8 TA have been struck out. If that seems excessive, it somewhat is. The same SVVEA proposal for Staff Feedback to Building/District-Level Department Administration appears twice, and it was struck out twice by the District. The SVVEA Negotiating Team was attempting to allow teachers to conduct building climate surveys that would be followed up with discussion among staff and administrators. The District Team felt such a survey felt too much like evaluation by teachers. With the TELL Survey data being too public for their comfort, we were seeking a happy medium, and we believe we finally achieved it with the MOU below.

MEMORANDUM OF UNDERSTANDING TO PILOT CLIMATE SURVEY FOR 2015-16 SCHOOL YEAR. The parties agree that the following Memorandum of Understanding regarding a building climate survey will be piloted for the 2015-16 school year and shall be included in the Agreement in Appendix J:

MEMORANDUM OF UNDERSTANDING

Staff Feedback to Building/District-Level Department Administration:

To maintain highly effective schools and programs, and to increase communication between licensed staff and administration, SVVSD and SVVEA agree to enter into this Memorandum of Understanding to pilot a survey for the 2015-16 school year. This building/District-level department survey will be an anonymous online survey administered by the SVVSD Department of Human Resources and will meet the following criteria:

1. The survey will include three open-ended building climate questions:
 - A. What is working well in your school?
 - B. What are areas of concern?
 - C. What thing, if changed, would most improve the success of your school?
2. The survey will be made available to all licensed employees for a window of the four weeks preceding winter break.

The responses from the survey will be shared with and discussed with building/District-level department employees in a meeting by spring break. Use of a facilitator is encouraged.

While the underfunding of K-12 public education in Colorado continues to be a challenge, St. Vrain remains in a relatively healthy place, both financially and politically, with a growing student population, a stable school board and an overall collaborative relationship between the Association and the District. It is an honor to serve the members of SVVEA.

SVVEA Negotiations Team:

Co-Chair Faythe Hanna (Columbine El., Title I)

Co-Chair Jessie Lubbers (LSC, Professional Learning Coach)

Steve Villarreal (Trail Ridge Middle School)

Hillary Simonson (Central El., Kindergarten)

Fran Docherty (UniServ Director)

Trip Merklein (SVVEA President)