

### District Sunshine Proposal 2021-22

Contract Articles	Change(s) Proposed	Rationale
ARTICLE 1 - PROFESSIONAL AGREEMENT	1.9 Terms of the agreement need to be changed to September 1, 2021 to August 31, 2024	This is a successor contract.
ARTICLE 2 – ASSOCIATION RIGHTS	2.10 – DNTA will designate who the secure data information will be sent to annually, in writing, by August 31, 2021. If no designation is made, the secure information will be sent to the same person as the previous year.	The contract currently states the secure data will be sent to the “Association.” As we send this data through a secure portal, the District needs to know who to send the secure portal information to annually.
ARTICLE 3 – CLASS SIZE	3.9 – The language for this article currently does not address schools that house specific programs for the entire district, i.e. special education preschool, which is located at one school site. (See the attached, recommended language)	District-wide specialized programs may have a greater impact on teachers’ time.
ARTICLE 4 – CONCERTED ACTIVITIES	ARTICLE 4 – The District proposes language to minimize the significant disruption of the educational environment and to protect the wellbeing of the students.	Adversity among the trusted adults for students who are facing various levels of trauma in their lives is detrimental to their social and emotional security, which affects their learning.
ARTICLE 5 – DISCIPLINE OF UNIT MEMBERS	5.1.1 Current language states, “The District will make an affirmative effort to conference with the unit member” ... The word “District” needs to be changed to “Supervisor.”	In a progressive discipline model, discipline starts at the lowest possible step. As such, the process begins with the site supervisor, not district office personnel.
ARTICLE 6 – RETIREMENT PROGRAMS	6.4 – Address retiree benefits due to changes in composite or tiered rates.	Current retiree benefit language addresses only the composite rate with North Coast Schools.
ARTICLE 7 – EVALUATION PROCEDURES	ARTICLE 7 –The District is proposing several changes to this article. Update performance standard language to align with changes in Teacher Performance Standards information. Removed language concerning District-developed benchmarks in 7.2.1. Adjust dates within timelines for receiving the evaluation information and address changes from site to site as well as employees on leave during the evaluation cycle. Add language for improvement of employees who do not meet acceptable standards.  Add an appendix to the contract with all evaluation documents used.	This article is currently unclear to the employee as well as the supervisor. The evaluation tool should be very clear to the employee and needs to be provided within the contract. Additional support for employees not meeting acceptable standards needs to be defined within this article to provide the greatest amount of support possible.

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ARTICLE 8 – GREIVANCE PROCEDURES	8.5 – Review the current grievance form with DNTA and make any changes necessary to align to this article.	The form needs to be reviewed to be current, as it was created with the last contract but not reviewed to determine if it meets the grievance article steps and processes.
ARTICLE 9 – HEALTH AND WELFARE	Article 9 needs significant revision with any changes made to the insurance provider. If the District chooses to select another provider, the DNTA employees will need to select either composite or tiered rates with the new coverage. If another provider is selected, all insured employees will need to pay an equal portion of the tail. The District is willing to discuss paying a portion of the tail for employees but that amount will be negotiated.	This article mentions the current insurance carrier by name and addresses composite rates. If the District stays with the current insurance, tiered rates must be selected and if the District goes with another insurance carrier, the DNTA unit must select either composite or tiered rates. If tiered rates are selected, the District proposes that the current contribution of \$11,700.00 per employee should be recalculated in a cost-neutral manner to address greater equity among employees through the provision of a tiered District contribution. This change would also necessitate the removal of the cash in-lieu option. Currently DNTA members can choose a lower cost plan than what the District pays and elect to receive the cash in-lieu.
ARTICLE 10 – HOURS AND DAYS OF EMPLOYMENT	No changes at this time.	
ARTICLE 11 - LEAVES	11.16 – Donation of Sick Leave. The District will consider extending the availability of extended sick leave until August 31, 2022.	Due to COVID, this article has not been utilized and cannot be fully assessed to determine the impact to the District at this time.
ARTICLE 12 – MANAGEMENT RIGHTS	ARTICLE 12 – Add language to clarify management rights and contractual rights.	The District is interested in providing clarity to the article so that employees have a clear understanding of the employee’s requirements and the District’s legal authority to manage.
ARTICLE 13 – NEGOTIATIONS	13.4 The District proposes that all negotiations take place publicly so that any interested party may silently observe the negotiations. The District and DNTA need to determine if they will use Interested Based Bargaining or not. If there is agreement to use Interest-Based Bargaining, DNTA and District negotiations teams will be trained in this method prior to the 2021 school year beginning.	The District believes all bargaining activities should be done in public so that the taxpayers are fully aware of the needs and interests of both the District and the Association. The Rodda Act allows for bargaining in public and the District believes that it would be in the best for everyone involved if negotiations were transparent.
Article 14 – NON DISCRIMINATION	No Changes at this time.	
Article 15 – ORGANIZATIONAL SAFETY	Article 15 – Mandatory union membership is no longer legally required per the Janis Decision; this Article needs revision to meet the current law.	The language does not meet the current law.

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Article 16 – PERSONAL AND ACADEMIC FREEDOM	No changes at this time	
Article 17 – PERSONNEL FILES	No changes at this time	
Article 18 – PUBLIC CONCERNS, COMPLAINTS & CHARGES	18.2.1.1 – Revise to within 3 business days rather than 1 business day of complaint lodged.	One day does not allow administrators enough time to contact the complainant to determine what the issue is and determine the next steps.
Article 19 – RESIGNATION	No changes at this time	
Article 20 – SALARY	<p>20.3 Remove the language of maximum of 5 years teaching experience and provide up to 10 years of experience upon hire.</p> <p>20.5.6 – Address placement on the salary schedule for Career Technical Education (CTE) Teachers. We need to determine what credit shall be given for completed tests based on their specific career area they teach.</p> <p>20.6.4.2 – Remove this section. This language is no longer applicable to any current employees.</p> <p>Address certificated years of experience for Interns.</p> <p>No changes to the salary schedule as the District may address the cost of the incurred health coverage expenses for DNTA.</p>	<p>Granting up to 10 years of previous certificated experience upon hire will assist with attracting qualified personnel.</p> <p>The CTE teachers can take exams that support their content area but do not require course hours.</p> <p>For the 21-22 school year, the District will be borrowing funds to make the current payroll obligations and will be required to pay these funds back with interest. While the District will see an increase in State/Federal one-time monies, these funds are expenditure based meaning the District must expend existing funds and receive reimbursement.</p> <p>The District will work with DNTA to address the IBNR if we change insurance companies. At this point, this is an unknown expense, therefore no on-going salary increases are a part of this initial proposal.</p>
Article 21 – SAVINGS	No changes at this time.	
Article 22 – STUDENT SUSPENSION	Remove this article as it is addressed in Education Code	
Article 23 – STUDENT TEACHER/INTERN	23.2.7. Remove this portion of the article	An intern’s length of internship and credential status is not pertinent to the employee’s coverage under the collective bargaining agreement.
Article 24 – SUMMER SCHOOL	No changes at this time.	
Article 25 – UNIT MEMBER SAFETY	No changes at this time.	
Article 26 – TRANSFER/REASSIGNMENT	Add language concerning transfer to address highly qualified teachers at each site.	The California Department of Education requires that schools which are chronically underperforming review staffing credentials and experience and develop an equity plan to provide the school with highly qualified teachers.
Article 27 – VACANCIES	No changes at this time.	
Add Appendix C	Include all performance evaluations for each classification within the bargaining unit.	Staff should be aware of the tool that will be utilized for evaluation.