

SUNSHINE PROPOSAL Envision United 11/14/2019

The following shall be the sunshine proposal from the Union—Envision United (EU)/CTA/NEA--for all matters to be bargained in the collective bargaining agreement (Agreement) between the parties. These proposals are preliminary and will be subject to modification, addition, or deletion as is appropriate through the negotiations process.

I. Recognition

The employer Envision Schools recognizes EU/CTA/NEA as the exclusive representative of all non-management certificated employees and all classroom teachers, education specialists, counselors, and psychologists within the meaning of Education Code Section 47605(l). This Agreement uses the term "member" to denote all represented employees under this Agreement. The parties to this Agreement shall be the Envision United/CTA/NEA and Envision Schools. Procedures shall be discussed for the inclusion of other non-management classes of employees in EU.

II. Negotiation Procedure

Procedures and timelines shall be established for all future contract negotiations.

III. Association Rights

Association rights shall be maintained in order to ensure association's ability to fulfill its duties and responsibilities to its members.

IV. Class Size

In order to ensure safe and effective working and learning conditions for all members and students, minimum staffing levels, class size, special education to general education student ratio, and case load limitations will be established for each grade level and program.

V. Professional Development

The parties shall develop agreements for planning of weekly and additional professional development opportunities that meet the needs of all teachers and students, including, but not limited to: differentiated opportunities for staff, staff choice, specialized instructional support (i.e.

special education, ELL, math, equity), outside network professional development, conferences, and time for collaboration.

VI.

Hours of Employment

We will clarify what is meant by a clear schedule of member work hours and duties.

VII.

Assignment, Transfer and Reassignment

The parties shall clarify procedures for assignment, transfer and reassignment of our members.

VIII.

Wages

In order to continue to recruit and retain teachers, the parties shall revisit the salary schedule to ensure that wages are competitive and that teachers are fairly compensated for additional work duties and responsibilities.

The parties shall establish procedures for more effectively tracking and reporting additional work duties and the payment thereof.

IX.

Health & Welfare Benefits

The parties shall review fair benefits packages including but not limited to eligibility criteria, medical benefits, dental benefits, vision benefits, life insurance, and pension choice and contributions.

X.

Discipline/Dismissal

The parties shall review and update procedures, as needed, for the discipline and dismissal of members that conforms to the principles of just cause and due process. Procedures shall also be established for use and access of member personnel files.

XI.

Leaves of Absence

The parties shall clarify "leave" policies that shall include but not be limited to;

- a. Sick leave
- b. Personal leave
- c. Family medical leave
- d. Parental leave
- e. Bereavement leave

- f. Leave for jury duty
- g. Court witness leave
- h. Military leave
- i. Unpaid leave
- j. Sabbatical leave
- k. Catastrophic illness/injury leave program

XII.

Evaluation

The parties shall review and clarify next steps for evaluation of all members in their specific roles that includes timelines, frequency of evaluation, clear and objective criteria, classroom observation procedures, and a process for the mutual determination of evaluation goals, progress checks, and remediation plans if necessary.

XIII.

Safety

The parties shall update procedures ensuring safe conditions for teaching and learning, including providing time for mandatory trainings and CPI training.

XIV.

Coaching and Support

The parties shall clarify what constitutes consistent practices and clear guidelines for supporting all members.

XV.

Collective Bargaining Agreement Enforcement Procedure

The parties shall clarify procedures to resolve differences over the enforcement of this Agreement with preference to resolving differences at the lowest possible level, and with progressive steps to allow resolution up to and including binding arbitration.

XVI.

Complaints

The parties shall establish consistent, transparent and fair procedures for responding to complaints from members of the school community including teachers, parents and students.

XIX.

Other Conditions of Employment

The parties shall establish fair procedures regarding the development and implementation of curriculum, classroom facilities, use of technology, student discipline procedures, professional

development, enrollment policies, shared decision making procedures, and other general conditions of employment.

XX.

Additional Rights Not Specified

All rights afforded to regular public school employees under the California Education Code shall be granted to members unless specifically specified otherwise in this Agreement.

XXI.

Assignability

This Agreement is assignable.

XXII.

Term of Agreement (or "Effect of Agreement")

The parties shall establish a term of this Agreement and a process for opening negotiations for a successor Agreement.