

ACE/CTA/NEA Sunshine Proposal

3/30/2022

The Association of Clovis Educators (ACE) looks forward to bargaining a Collective Bargaining Agreement (Agreement) with the Clovis Unified School District to assist the district in attracting and retaining the very best School Psychologists and Mental Health Support Providers to serve the students of Clovis Unified as it pertains to their mental health, social-emotional outcomes, learning and educational experience.

The following shall be the sunshine proposal from ACE/CTA/NEA for all matters to be bargained in the initial Agreement between the parties. These proposals are preliminary and will be subject to modification, addition, or deletion as is appropriate through the negotiations process.

1. Recognition

The employer, *Clovis Unified School District*, recognizes *ACE/CTA/NEA* as the exclusive representative of School Psychologists and Mental Health Support Providers. This Agreement uses the term “member” to denote all represented employees under this Agreement. The parties to this Agreement shall be the *ACE/CTA/NEA* and Clovis Unified School District.

2. Negotiation Procedure

Procedures and timelines shall be established for all future contract negotiations that are efficient and yield meaningful outcomes.

3. Association Rights

Association rights shall be established to ensure the association’s ability to fulfill its duties and responsibilities to its members and be inclusive of educators’ input in decision-making in regards to roles, expectations, and responsibilities, as well as decisions that impact the outcomes of students.

4. Workload and Case Management

To ensure a safe and effective working and educational environment for all members and students, reasonable caseload and workload standards will be established for each School Psychologist and Mental Health Support Provider to improve service delivery to sites and students.

5. Job Duties and Working Conditions

The parties shall

- Establish clarity, consistency, and fairness in regard to job duties that yield a consistent standard of practices and expectations while allowing flexibility and autonomy within the role to best support student and site needs.
- Provide voice and equity in obtaining necessary support and resources for our members to fulfill their roles.
- Continue to include the professional voice of members in the selection and assignment of the School Psychologists and Mental Health Support Providers through an equitable and fair process.

6. Hours of Employment

To ensure sustainability and quality of service, the parties shall establish a clear schedule of member work hours and work year, including part-time opportunities, that enhances productivity and wellbeing of staff.

7. Assignment Changes

The parties shall establish clear and equitable procedures for assignment of our members that includes School Psychologist and Mental Health Support Providers' voice and ensure that all CUSD students have equal and appropriate access to psychological care and support.

8. Wages

The parties shall establish fair salary schedules that will help with recruitment and retention of high-quality educators, including criteria for appropriate placement on the salary schedules and compensation for additional work duties and responsibilities.

9. Health & Welfare Benefits

The parties shall establish fair benefits packages that will maintain or improve the current employee benefits; including but not limited to eligibility criteria, medical benefits, dental benefits, vision benefits, and life insurance for full and part-time employees.

10. Leaves of Absence

To support the mental and physical wellbeing of the employee and their families, the parties shall develop 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

11. Evaluation

To promote a positive culture with diverse and high-quality employees, the parties shall establish a meaningful procedure for evaluation of employees that includes timelines, frequency of evaluation, clear and objective criteria, observation procedures, and a process for the mutual determination of evaluation goals, progress checks, and remediation plans if necessary.

12. Safety

The parties shall establish procedures ensuring safe conditions for supporting students.

13. Collective Bargaining Agreement Enforcement Procedure (Grievance Procedure)

The parties shall establish a procedure 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.

14. Personnel Files

The parties shall establish consistent, transparent and fair procedures for maintaining personnel files, including procedures regarding complaints that may occur from members of the school community including teachers, parents and students.

15. Professional Development

The parties shall establish clear procedures for providing equitable and appropriately differentiated professional development and other career support opportunities to develop skills and the most current, evidence-based practices.

16. Savings Clause

If any portion of this contract is rendered null and void by a court of competent jurisdiction or by a change in legislation, then the remaining portions of this contract remain in full effect.

17. 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.