

FACT FINDING DISCUSSION AND RECOMMENDATIONS

In the Matter of the Impasse Between

ROCKLIN UNIFIED SCHOOL DISTRICT

Employer

-and-

ROCKLIN TEACHERS PROFESSIONAL
ASSOCIATION

Exclusive Representative

PERB CASE NO: SA-IM-3450-E

Report Issued

July 24, 2018

Hearing Held on May 24, 2018
Rocklin Unified School District
2615 Sierra Meadows
Rocklin, CA 95677

Members of the Fact Finding Panel

Impartial Chairperson:

Donald Raczka, Fact Finder

Employer Panel Member:

John Gray, School Services of California, Inc.

Union Panel Member:

Angela Su, California Teachers Association

Making Presentations to the Fact Finding Panel:

For the Association:

Laura Schultz, California Teachers Association

Colleen Crowe, Roseville Teachers Professional Association President/Bargaining Team Member

Mike Patten, Roseville Teachers Professional Association Bargaining Chair

Mary Dick, Roseville Teachers Professional Association Vice President/Bargaining Team Member

Dee Torrington, Roseville Teachers Professional Association Bargaining Team Member and RUSD/RTPA Special Education Committee Chair

For the Employer:

Suzanne Speck, School Services of California, Inc.

Colleen Slattery, Assistant Superintendent, Human Relations

DISTRICT AND ASSOCIATION DESCRIPTIONS

The Rocklin Unified School District (“District”) is located in Placer County, a semi-rural community. The District serves approximately 12,010 students from Transitional Kindergarten through 12th grade. The students belong to a community that has a rich multi-cultural heritage representing a wide range of nationalities and backgrounds as well as a cross section of old California Families

The District has a published Strategic Plan, approved in 2017 with the Mission Statement:

“The mission of Rocklin USD, the cornerstone and leader of educational excellence, is to ensure each student becomes a well- rounded individual who thrives intellectually and develops unique strengths to pursue and achieve personal ambitions while contributing to a dynamic world through a school system distinguished by:

- A culture of innovation, collaboration and high expectations
- Inspired personal learning and growth
- Respect and support for all those who serve our students
- Vital partnerships throughout our community.”

The Rocklin Teachers Professional Association (“Union” or “Association”) was recognized as the Exclusive Representative of the District in 1976. It represents approximately 622 certificated non-management/supervisory personnel including teachers, counselors, librarians, speech and language pathologists and school psychologists.

HISTORY OF NEGOTIATIONS

The parties met for approximately 7 negotiating sessions from the initial sunshine process, beginning on May 10, 2017, totaling approximately 38.5 hours of contract bargaining. PERB certified the parties at impasse and assigned a mediator from the State Mediation and Conciliation Service. After twice meeting with the parties, he certified the parties to Factfinding

on approximately April 10, 2018, and the parties jointly agreed on Donald Raczka to serve as the Factfinding Chair.

ATTEMPTED MEDIATION OF SETTLEMENT DURING HEARING

A significant portion of the 17-hour Fact Finding Hearing on May 24, 2018, was spent with the Panel's attempts to help the parties reach a settlement of the impasse, with the Chair serving as a mediator. The parties considered several options of both two-year and one-year agreements, but were unable to reach agreement. No second date was scheduled but the Chair left open the option to meet with the parties again after the summer break.

However, the parties were able to reach conceptual agreement on two important issues dealing with unit members working with Special Education students. They first developed and conceptually agreed to a "Communications Protocol" that addressed the issue of communications from the individual teacher(s) to the Special Education Department at the District. The jointly composed document is attached as Appendix A. It is not yet signed as a tentative agreement.

They also developed and conceptually agreed on a Memorandum of Understanding that forms a joint Association/Management problem solving committee around Special Education issues. The MOU outlined operational criteria including composition, training, compensation, purpose and other similar guidelines. The jointly composed Memorandum of Understanding is attached as Appendix B. It is not yet signed as a tentative agreement.

The Chair was impressed with the effort and collaborative approach of the parties to these two issues during this mediation period on the date of the Hearing. Special Education is becoming more of an issue with unions and management throughout the state, but the willingness to attempt to address these problems in Rocklin Unified in a collaborative way is commendable.

FACTFINDING CRITERIA

Pursuant to California Government Code Section 3548.2, the panel has considered and been guided by the following statutory criteria:

1. State and federal laws that are applicable to the Employer.
2. Stipulations of the parties.
3. The interests and welfare of the public and the financial ability of the public schools.
4. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
5. The Consumer Price Index for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
7. Such other facts not confined to those specified in paragraphs 1 through 6, inclusive, which are normally and traditionally taken into consideration in making such findings and recommendations.

ISSUES BEFORE THE PANEL

- The Public Employment Relations Board determined an impasse for a “Successor Contract”. The parties had reached tentative agreement on language regarding Personal Necessity Leave and some language issues in the Wages Article.:
- Article VII – Hours of Employment
- Article VIII – Preparation Time
- Article X – Class Size

- Article XI – Transfers
- Article XIII – Safety
- Article XIV – Instructional Aides
- Article XVI – Health, Welfare and Retirement Benefits
- Article XVIII – Wages
- Article XXII – New Proposed Article on Special Education

Fact Finding Panel’s Findings and Recommendations

After a review of the facts and arguments presented by both parties, the Chair recommends the following for each of the Articles before the panel:

Article I – Agreement

The Union proposed a one-year Agreement and the Chair could not find the District’s proposal for the term of the Agreement in the materials prepared for the Hearing, though the District team communicated that a two-year agreement would benefit the parties.

Although the parties did consider options of a two-year agreement during the time spent in mediation, the Chair believes a fact finding report should tend to the least intrusive option available, even, in his opinion, a “locked down” two-year agreement with no reopeners would best serve the parties.

The Chair recommends a one-year Agreement covering the 2017-18 school year and further recommends the parties expedite their negotiations for the 2018/19 school year.

Article VII – Hours of Employment

The District proposed status quo on this Article and the Association proposed several changes relating to unit members working with Special Education Students.

The Chair recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to address the issues of Special Education under this Article dealing with Hours of Employment.

Article VIII – Preparation Time

The Association proposed some language changes for Physical Education and VAPA teachers. There also were some proposed changes within the new proposed Special Education Article (Article XXII).

The Chair recommends status quo for this Article and further recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to address the issues of Special Education.

Article X – Class Size

The Association proposed several items regarding class sizes for unit members working with Special Education students. The District proposed status quo on this Article.

The Chair recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to address the issues of Special Education under this Article dealing with Class Size.

Article XI – Transfers

In reading the proposals for this Article, the Chair identified interests in providing unit members access to information regarding vacant positions. Both proposals identified posting vacancies in

a “digital staff room”. Although the Association had other proposed items within this Article, it appears the parties had concurrence on using this digital staff room.

The Chair recommends postings to occur in digital staff room but remove the requirement to leave a self-addressed stamped envelope to be mailed postings when on vacation. The remainder of this Article to remain status quo.

Article XIII – Safety

The Association proposed unit members receive restraint training and other resources when dealing with students with extreme behaviors. The Chair found no counterproposal from the District on this issue. From a risk management perspective, the Chair believes it is in the employer’s interest to make sure those working with these identified students receive adequate training, though is not convinced this is best addressed in the Collective Bargaining Agreement.

The Chair recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to promptly address the issues of Special Education under this Article dealing with the described training.

Article XIV – Instructional Aides

The Association proposed changes to this Article within the new proposed Special Education Article (Article XXII) and repeated within Article XIV. The proposal called for at least one Instructional Aide for all unit members working with Special Education.

The Chair recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to address the issue of Instructional Aides assigned to unit members working with Special Education students.

Article XVI – Health, Welfare and Retirement Benefits

The Association proposed a 2.5% increase on the cap and the District proposed status quo. The Chair notes the estimate to be a minimal increase of \$19.70 per month for each bargaining unit member. The Chair is recommending an ongoing salary increase and the parties may agree to take part of that increase to fund Health and Welfare Benefits.

The Chair recommends Status Quo for Article XVI, Health and Welfare Benefits.

Article XVIII – Salaries

The parties reached tentative agreement on “half-step” language and a Memorandum of Understanding dealing with stipends for athletic coaches. The Association proposed a 2.5% increase retroactive to July 1, 2017 and the District proposed a 1% increase retroactive to the same date. The District also proposed some stipends for Special Educators.

The Chair recommends a 1.4% increase effective July 1, 2017 and a .5% one-time payment for the 2017/18 school year.

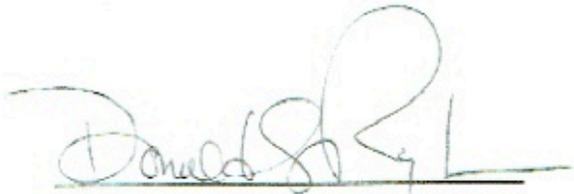
Article XXII – New Proposed Article on Special Education

The Chair believes the Memorandum of Understanding on Special Education Problem Solving Committee should have a chance to evolve and address the issues presented in this proposed Article.

The Chair recommends the parties agree to the Draft Memorandum of Understanding establishing the Special Education Problem Solving Panel and use this group to address the issues of Special Education. The Chair does not recommend a new Article at this this time.

The Chair hopes the parties will re-enter into negotiations for an agreement covering two school years. I stand ready to assist if requested.

Respectfully submitted,



Donald S. Raczka, Chair

For the District:

- Concur
- Concur in part
- Dissent
- Dissent in part


John Gray, District Panel Member

For the Association:

- Concur
- Concur in part
- Dissent
- Dissent in part


Angela Su, Association Panel Member

Rocklin Unified School

I concur in part and dissent in part.

Concur:

I concur with the one-year term for 2017-18 and on the recommendation for expedited bargaining for 2018-19.

Dissent:

In my professional opinion as a School Finance Specialist with over 18 years of experience reviewing school district budgets, Rocklin Unified School District received sufficient ongoing funding under the LCFF to easily afford the Association's proposal for compensation for 2017-18. In addition, the District did not make an "inability to pay" argument. Other districts of similar size, type and LCFF revenues statewide have been able to invest more in making educator compensation a budget priority. Therefore, I dissent with the Chair's recommendations for salary and health benefit articles.

Although I commend the efforts of both parties to resolve some issues related to working with students with special needs, specifically the "Communications Protocol" and the draft MOU for a joint Association/Management Special Education Problem-Solving Panel, I cannot support the Chair's recommendation to utilize the Special Education Problem-Solving Panel to address negotiable issues. The Association, while negotiating in good faith around such a committee, at no time conceived of, or agreed to, the Special Education Problem-Solving Panel having the authority to negotiate on behalf of the bargaining unit. The Association will not waive their rights under the EERA and will not support delegating those rights to a joint committee.

Given the abundance of safety concerns that public institutions, especially school districts, are facing today, I cannot support the notion that a joint Association/Management Special Education Problem-Solving Panel would also address the safety concerns brought forward by the Association. Although some safety issues are related to students with special needs, many concerns impact the entire education community. The collective bargaining process is the vehicle for the Association to address management about bargaining unit working conditions, including safety.

Union Panel Member

Angela Su, California Teachers Association
C4OB School Finance Specialist

1 District
2615 Sierra Meadows
Rocklin, CA 95677

**MEMORANDUM OF UNDERSTANDING BETWEEN
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION
AND THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

May 25, 2018

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) hereby agree to the following Special Education Communication Protocol language for the 2018-19 and 2019-20 school years.

Special Education Communication Protocol

The District and RTPA believe that effective communication is essential to providing high quality programs for students with disabilities and creating and maintaining a positive and productive culture and climate. For these reasons, the following procedure is intended to mitigate communication breakdowns, ensure resolution, and improve operational effectiveness. Specifically, pursuant to the attached RUSD Special Education Department Communication Agreement, communication breakdowns will be addressed in the following manner:

Step 1 When a Unit member emails Special Education Department staff, they should expect to receive a response within 2 business days unless otherwise noted in an out of office message.

Responses will do one of the following:

- Provide an answer to the question asked;
- Timeline for when it will be answered; or
- Date and time to meet if appropriate

Step 2 If there is no response received within 2 business days, the unit member will resend the email to the Special Education Department staff and cc: the Assistant Director of Special Education and Director of Special Education.

Step 3 If there is no response within 2 business days, the unit member will resend the Step 2 email and cc: the Deputy Superintendent of Educational Services, Associate Superintendent of Human Resources, and the RTPA President.

Special Education Department staff and members of RTPA share responsibility for maintaining positive communications by ensuring emails are clear, concise, and productive. Unit members using this protocol shall not be subject to retaliation as a result.

Term

This MOU will be in effective until June 30, 2020 and will automatically renew unless the District or RTPA requests modifications or cancellation, in which case it will become an automatic re-opener during the 2020-21 school year.

Colleen Crowe, RTPA President

Tony Limoges, Assistant Superintendent

Date _____

Date _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION
AND THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

May 25, 2018

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) hereby agree to the following Special Education Solutions Panel language for the 2018-19 and 2019-20 school years.

RTPA and the District are committed to using an interest-based problem-solving approach to addressing special education concerns not resolved to the satisfaction of unit member by their school site administrator or the special education department. The District and RTPA agree to the establishment of a joint Special Education Solutions Panel (Panel) for this purpose.

Panel Purpose

The panel will use a consensus-building approach in generating solutions. Unresolved concerns could include, but not be limited to, the following:

- Class size/caseload concerns
- Instructional materials
- Training
- Instructional Aide support

Solutions generated by the Panel will be evaluated against objective standards and/or criteria agreed upon by the panel members and the extent to which they satisfy their shared interests. Every effort will be made to reach a consensus decision. When and if consensus is not possible, the decision of the Panel will be based on a super-majority vote (no less than three RTPA votes to support and not less than two District votes to support).

Panel Membership

The panel would be comprised of four (4) RTPA members and three (3) District administrators. RTPA members would receive an annual stipend of \$3,600 for their Panel participation.

Implementation and Training

During the first year of implementation, the Panel will:

- Participate in a 2-full days of Interest-Based Problem-Solving (IBPS) training on or before October 30, 2018. The training would be available to a large number of District and RTPA participants (no more than 30 representatives each) but would be mandatory for members of the panel.
- Following training, and in the first four months of implementation, the Panel will meet two times per month.
- All meetings of the Panel will be facilitated by a neutral third party and may schedule meetings during or after the school day.
- The Panel will prepare and present to the Superintendent's Cabinet and RTPA Executive Board a report of the Panel's progress no later than April 30, 2019 and again no later than August 30, 2019.
- The Panel will prepare and present to the Governing Board a report of their first year progress no later than September 15, 2019.

The panel will establish a reporting schedule in year two that, at a minimum, will provide the Governing Board and the Superintendent's Cabinet and RTPA Executive Board with an annual report of progress.

Term

This MOU will be in effective until June 30, 2020 and will automatically renew unless the District or RTPA requests modifications or cancellation, in which case it will become an automatic re-opener during the 2020-21 school year.

Colleen Crowe, RTPA President

Date

Tony Limoges, Assistant Superintendent

Date