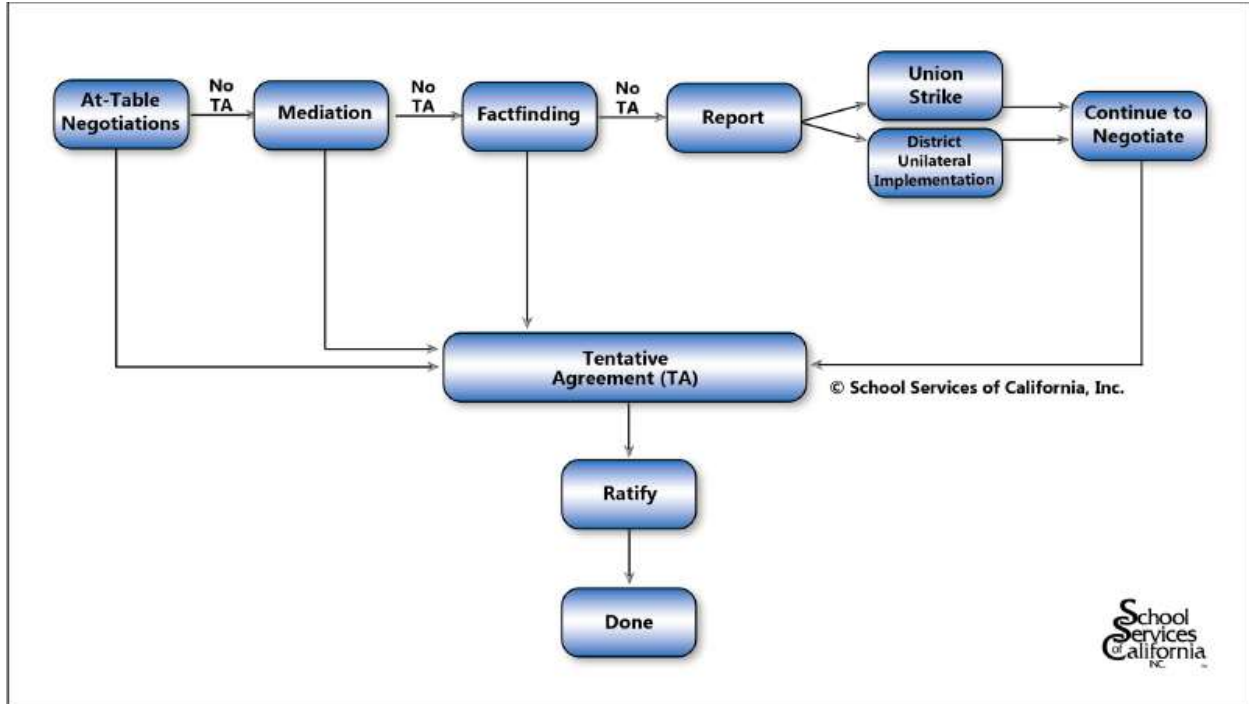


Saratoga Union School District

Frequently Asked Questions: Negotiations

Negotiations Process and Roles

What is the negotiations process and timeline?



What is negotiable?

Negotiable topics between a public school district and employee organizations includes wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” includes health and welfare benefits, early retirement and benefits, leaves of absence, transfers and position reassignment, employment safety conditions, class sizes and caseloads, performance evaluations, and grievance procedures. Please see the [Saratoga Teacher Contract](#) for complete details.

What is the role of staff and board in teacher negotiations?

The SUSD negotiations team consists of Lead Negotiator (Superintendent Lane Weiss), HR Director (Kym Imai), Chief Business Officer (Rosanna Jeng) and two Board Members who are appointed annually by the Board to represent the Board at negotiations and mediation (currently Michael Gipe and Patty Buchanan). Most school districts are represented in the negotiations/mediation process by District Office staff since they have direct access to the budget and other operational information needed for the process. While it is very rare for

board members to be directly present and involved in the negotiations process, Saratoga is one of the few school districts that does so.

Board member representatives attend two negotiations session a month, through the year, and report back to the full board during closed session discussions.

What is confidential, what is not confidential?

State law permits School Boards to meet in confidential closed sessions with its negotiating team to develop bargaining parameters and to give direction to the Board's negotiating representatives.

Unless the employee organization and the District have agreed to negotiations ground rules that make the content of bargaining sessions confidential, the District and/or the employee organization may communicate factual information about the progress of negotiations and proposals made in bargaining.

When an impasse is declared and the Public Employment Relations Board (PERB) appoints a state mediator, the mediation proceedings are confidential.

Tentative Agreement and Impact

What is a tentative agreement?

A tentative agreement is a written agreement on matters within the scope of representation that has been negotiated by the District's bargaining team and the employee organization's bargaining team. To be a final, binding agreement, the tentative agreement must be ratified by the members of the bargaining unit and by our District Board. The parties' good faith bargaining duty requires that both bargaining teams support and advocate for ratification of a tentative agreement.

Before the Board can approve a tentative agreement and enter into a binding agreement, the District must disclose the major provisions of the tentative agreement in a public Board meeting and must disclose the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years. There are additional financial certifications that the District must make to the County Office of Education, as well. The process of disclosure at the Board meeting is called "sunshining".

What happens if the tentative agreement is not approved (ratified)?

The state appointed mediator will be notified that the tentative agreement was not ratified, and the mediator will either call the parties back into mediation or determine that "fact-finding" is appropriate to resolve the impasse.

In fact-finding, each side picks one member of the fact-finding panel and the Public Employment Relations Board (PERB) appoints a neutral chairperson, or, alternatively, the

parties may mutually agree on a neutral chairperson. The fact-finding panel may conduct an investigation, usually a hearing, to obtain any information needed to make a recommendation for settlement. In making nonbinding settlement recommendations, the panel must consider a list of specific criteria and provide the parties with a written report, which is made public within 10 days.

What happens next varies on the circumstances. Mediation may resume, and the parties may continue bargaining, using the fact-finding report as a basis for settlement. If either side makes a significant change in position to break the impasse, the good faith bargaining duty revives. If the impasse is not broken and circumstances do not change, the employer may implement terms and conditions of employment that are reasonably comprehended within its last best, and final offer, and the employee organization may strike.

What is the fiscal impact of the current tentative agreement?

- For 2013-14 budget year: estimated impact of this 2-year agreement is \$585,000
- For 2014-15 budget year: estimated impact of this 2-year agreement is \$833,332
- Total estimated impact: \$1,418,332

How can a community member provide feedback or ask questions about the tentative agreement?

Community input on negotiated topics are welcome at all times, either by writing the Superintendent and or the Board of Trustees. To have specific input considered before a tentative agreement is ratified, comments must be received before the close of the sunshine period.

- Come to a board meeting during the sunshine period and ask questions when the agenda item is discussed - this is the time for open discussion
- Come to a board meeting and provide feedback/comments during “Communication” item on the agenda - no discussion or dialog can happen during this time
- Write to the Superintendent and/or Board of Trustees via email or regular mail during the sunshine period