

FACT FINDING BETWEEN
Contoocook Valley Education Association
And
Contoocook Valley School Board

FACTFINDER:	Allan S. McCausland, Ph.D.
HEARING DATE:	November 28, 2017
HEARING CLOSED:	December 15, 2017
AWARD DATE:	December 26, 2017

APPEARANCES FOR THE UNION:

NAMES	TITLES
Rachel Hawkinson, Esq.	Uni Serv Director
Patrick R. Cogan	Co-President
Linda Compton	Co-President
Greg Leonard	Co-Chair
Lori Groleau	Co-Chair
Larry Bourpine	CVEA Member
Lise Lemieux	CVEA Member
Rachael Heard	CVEA Member
Patricia MacFarlane	CVEA Member

APPEARANCES FOR THE EMPLOYER:

NAMES	TITLES
Kathleen Peahl, Esq,	Board Attorney
Abby Tucker, Esq,	Board Attorney
Myron Steere	Board Chair
Kimberly Rizzo Saunders	Superintendent, SAU #1
Ann Forrest	Asst. Superintendent, SAU #1
Tim Markley	Human Resource Director, SAU #1
Linda Quintanilha	Board Member
Rich Cahoon	Board Member
Jim Fredrickson	Board Member

The greatest journey anyone can take is to see the world through the eyes of another.

Proust

Introduction

The Parties, the Contoocook Valley School Board (hereinafter the Board) and the Contoocook Valley Education Association (hereinafter the CVEA), have submitted twenty-five (25) issues in this Fact Finding. The Parties have heard the arguments many times. I shall not take the time and expense to belabor these issues by rehashing all of the arguments of the Parties in their entirety. I will give the rationale behind each of my recommendations. The following deals with each issue in the order in which it was presented at the Fact Finding Hearing.

Each Party is going to find recommendations in this Report that they are going to want to reject, as well as those they will want to accept. I would like to stress that this Report should be taken as a balanced whole. The weight of the recommendations has been based on the evidence and testimony presented.

Issue #1—Section A, Article 6.1.1**Initiated CVEA****Accumulation of Sick Days****Recommendation:**

Bargaining Unit Members shall be credited with eleven (11) sick/personal days leave at the beginning of each school year. Bargaining Unit Members who work less than a full year shall have their sick/personal days prorated according to the percentage of the full year that they work, rounded to the nearest whole hour. No change in the number of sick days that may accrue per year; up to one hundred and five (105) total.

Delete the current last sentence in the last paragraph of Article 6.1.1 on page 7 of the Collective Bargaining Agreement beginning with “Administrative approval...” and replace it with: “Bargaining Unit Members who are going to be absent due to illness or injury must notify their principal or supervisor as soon as is practical, and must enter their absence (properly coded) in the District’s online time system.”

Rationale:

The Parties agreed on changing the method of crediting sick/personal days at the beginning of each school year. Board wanted this change tied to changes in Articles 6.1.2 and 6.32. Articles 6.1.2 and 6.32 are dealt with below. The change in notification language for absences due to illness or injury was requested by the Board. Testimony at the Fact Finding Hearing indicates that this change is warranted, and that simply giving online notification does not guarantee the principal or supervisor will get timely notification of the absence.

Issue #2—Section A, Article 6.1.1

Initiated by both Parties

Personal Leave & Days Accumulation

Recommendation:

Bargaining Unit Members may use up to three (3) days of the eleven (11) sick/personal days for undisclosed personal days, provided the Bargaining Unit Member obtains the approval of his/her principal or supervisor. Whenever possible the Bargaining Unit Member should seek such approval at least five (5) days in advance. Add “or supervisor” after principal in the sentence providing for possible withholding of permission. Unused personal days may be accumulated as sick days. No change in the number of sick days that may accrue per year, eleven (11); up to one hundred and five (105) total. There is insufficient testimony or evidence to warrant further changes here.

Rationale:

The Parties agreed on increasing the number of undisclosed personal days from two (2) to three (3) days. The CVEA wanted to increase the number of sick/personal days from eleven (11) to twelve (12), drop the “Non-Cumulative Day” (Article 6.1.2), and allow up to twelve (12) sick days to accumulate per year. There is insufficient evidence to recommend increasing the number of days accumulated per year, or dropping the “Non-Cumulative Day,” Article 6.1.2. The Board wanted to add further restrictions on the time personal days may be taken. Further restrictions are unnecessary given that the principal or supervisor may deny the personal day if the timing of the request “would be detrimental to the functioning of the school.”

Issue #3—Section A, Article 6.1.1

Initiated by CVEA

Family Military Leave

Recommendation:

Add the following language to Article 6.1.1:

A Bargaining Unit Member who requests and is approved for unpaid leave under the Family and Medical Leave Act due to a qualifying exigency related to covered active military duty or deployment of the employee's spouse, son, daughter, or parent, may use up to two (2) sick days each year. A Bargaining Unit Member shall also be entitled to use up to three (3) personal days, if available, for such leave. For other non-FMLA covered military events for the Bargaining Unit Member's spouse, son, daughter, or parent, such as graduation ceremonies, etc., the Bargaining Unit Member may use up to three (3) personal days, if available.

Rationale:

This is new language in the Collective Bargaining Agreement. The Parties were very close on this issue. This language does not add additional sick/personal days to the Collective Bargaining Agreement. It does add additional reasons for usage of sick leave and the entitlement to use up to three (3) personal days, if they are still available—not already used.

Issue #4---Section A, Article 6.1.2**Initiated by Board****Non-Accumulative Day****Recommendation:**

Change the name to “Emergency Day” and modify the language as shown:

Each Bargaining Unit Member shall be eligible for one (1) paid emergency, non-cumulative, day with full pay which may be used for important matters which require absence during the school day; i.e. absence for personal or legal business, household or family matters which cannot be accomplished outside the normal school day. Any request shall state the general reasons for the absence. The non-cumulative emergency day shall not be used to extend a holiday or vacation, may not be used on workshop or training days, during the first or last five (5) school days or the last five (5) work days for Bargaining Unit Members, and may not be used in conjunction with sick/personal leave, except with permission of the Superintendent in extenuating circumstances. Unused non-cumulative emergency days will not carry over to the next school year. Bargaining Unit Members who wish to use an Emergency Day must notify their principal or supervisor as soon as is practical, and must enter their absence (properly coded) in the District’s online time system.

Rationale:

This is a Board proposal to change the name of Article 6.1.2 from “Non-Cumulative Day” to Emergency Day.” The Board wants the name change to emphasize that this is an emergency day to be used “...for important matters which require absence during the school day...for personal or legal business, household or family matters which cannot be accomplished outside the normal school day.” The CVEA wanted to eliminate this day completely, and add another personal day that could accumulate as sick leave if not used. Part of the compromise here is that Bargaining Unit Members get to use another sick/personal leave day as

a third undisclosed personal day. This makes the “Emergency Day” a net benefit, even if it does have additional restrictions as to its use, and does not add a cumulative day to each year.

Issue #5—Section A, Article 6.1.3 initiated by CVEA

Bereavement Leave

Recommendations:

- 1. Increase the number of days in the first Paragraph from three (3) to four (4) days, and add grandchild.**
- 2. Increase the number of days in the second Paragraph from 1 to 2 days; delete grandchild and add any member of the Bargaining Unit Member’s household not listed in Paragraph 1 or 2.**

No other changes are recommended

Rationale:

This brings the Bereavement Article more into line with the comparable Districts submitted by the CVEA. The CVEA’s request for bereavement time to attend the funeral of a colleague or student is not recommended. Additional bereavement leave for such events may be granted by the Superintendent or her/his designee, as per the last paragraph of Article 6.1.3.

Issue #6—Section A, Article 6.3.2**Initiated by Board****Negative Sick Leave Balance****Recommendation:****6.3.2 Negative Balances/Intermediate Sick Leave**

If, in the case of a serious personal illness or injury from which the Bargaining Unit Member is expected to recover and return to work, a Bargaining Unit Member that has completely exhausted his/her accrued sick/personal leave may request to be paid at her/his normal per diem pay rate for up to thirty (30) additional work days, known as Intermediate Sick Leave; or apply for an unpaid personal leave of absence.

A Bargaining Unit Member requesting Intermediate Sick Leave must sign a document authorizing the District to withhold her/his per diem pay rate, as outlined below in this Article, to reimburse the District for the Intermediate Sick Leave used.

All Intermediate Sick Leave will generate a negative sick/personal leave balance for the Bargaining Unit Member. This negative balance will be reduced through payroll deduction when the Bargaining Unit Member returns to work, by deducting the Bargaining Unit Member's per diem pay rate at the time the Intermediate Sick Leave was used for one day each pay period until the balance is repaid. If the Bargaining Unit Member has not repaid the intermediate sick leave by the end of the school year during which it was used, the Bargaining Unit Member shall either reimburse the District for the balance by June 30, or shall have the balance deducted on July 1 from their accrual for the next school year. If there is still a remaining balance, it will be reduced through payroll deductions as described above.

Any Bargaining Unit Member having a negative sick/personal leave balance of thirty (30) days or more, and being approved to be absent from work for personal or family illness or injury reasons, may take the time off only as unpaid time.

A Bargaining Unit Member, upon ending employment, and having a negative sick/personal leave balance, shall reimburse the School District for the dollar amount equivalent to the negative balance. The Bargaining Unit Member shall authorize the District to withhold said balance from final wages as a condition of being approved for Intermediate Sick Leave.

Any Bargaining Unit Member who was allowed to accrue a negative sick leave balance under the prior Collective Bargaining Agreement, and still has a negative sick leave balance as of July 1, 2018, may elect to either have his/her sick/personal days earned each year thereafter applied to that balance until the negative balance is reduced to zero, or to repay the balance through payroll deductions as described above.

Rationale: (Section A, Article 6.3.2 continued)

This recommendation for 6.3.2 is in line with what the Board requested in return for granting all eleven (11) sick/personal days to Bargaining Unit Members at the beginning of each year. This recommendation also requires a signed authorization by the Bargaining Unit Member for per diem pay withholding to reimburse the District for the Intermediate Sick Leave used, as per the provisions of the Article.

Issue #7—Section A, Article 7.10 Initiated by Board

Deadline to Withdraw Notice of Intent to Retire

Recommendation:

The Board's request for the following changes in paragraph three (3) of Article 7.10 are recommended:

Example: If retirement is planned for July 1, 2022, notification must be made by October 1, 2020. A notice of intent to retire may be withdrawn if written notice is received by the Superintendent's office on or before December 1 of the fiscal year preceding the retirement.

The Board's request to change the dates in the example in Paragraph 3 of Article 7.10 to 2022 and 2020 are recommended. The Board's request for discretion to be able to "...offer additional retirement incentives to any employee" is not recommended.

Rationale:

The Board's request to change the dates in the example in Paragraph 3 of Article 7.10 to 2022 and 2020 is simply updating the language for the new Collective Bargaining Agreement and should not be contentious. The Board's language to be added to the end of Paragraph 3 regarding a Bargaining Unit Member's intent to withdraw her/his intent to retire is also recommended. The Board's language regarding giving notice to

withdraw an intent to retire by December 1st of the fiscal year preceding the previously proposed retirement date is reasonable. Giving notice to withdraw an intent to retire by December 1st of the Fiscal year preceding the previously proposed retirement date gives the Board time to adjust its budget request for the following Fiscal year.

Negotiations regarding the Board's ability to "...offer additional retirement incentives to any employee" should take place between the Board and the CVEA, not an individual employee. The Parties could negotiate a range for such incentives, but no such range was proposed or is in the current Collective Bargaining Agreement.

Issue #8—Section A, Article 7.2.1 Initiated by Board
Employee Contribution to Health Insurance

Recommendation:

Current contract language; no change in the health insurance co-pays.

Rationale:

This is a monetary item and has been factored into the compensation package recommended. The compensation changes recommended here in this Fact Finding are insufficient to allow the 6% (2018-19) and 8% (2019-20) increases in the current co-pays that Bargaining Unit Members pay for health insurance that is requested by the Board. Salary ranges in the comparable districts submitted by the Board for higher health insurance co-pays are, on balance, greater than the District's salaries; and can thereby offset some of the additional health insurance co-pay percentages.

Issue #9—Section A, Article 7.2.2 & 7.2.3**Initiated by the Board****Medical Insurance penalty/reopener****Recommendation:**

Add the following language to the first paragraph in Article 7.2.2 and consolidate Article 7.2.3 as a second paragraph in 7.2.2; deleting the 7.2.3 designation.

“any fee, fine, tax or penalty described in paragraph 2 of this Article 7.2.2, as a result of the Bargaining Unit Member choosing a different level of coverage,....” (see complete Article wording below)

7.2.2 The District will also offer the AB15 Rx10/20/45 and the Tier 3 plans, provided such plans are still available. Any Bargaining Unit Member may choose a different level of coverage offered by the selected carrier, but any additional cost, above the District's contribution as stated in 7.2.1, and any fee, fine, tax or penalty described in the second paragraph of this Article 7.2.2, as a result of the Bargaining Unit Member choosing a different level of coverage, will be the responsibility of the Bargaining Unit Member.

In the event that the plan identified above in 7.2.1 will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to “Cadillac” taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

Rationale:

This recommendation is a proposal by the Board that clarifies any questions about who pays “any fee, fine, tax or penalty” as a result of the Bargaining Unit Member choosing a different level of coverage. Article 7.2.3 is consolidated as a second paragraph of 7.2.2 as per the Board’s request. The designation of 7.2.3 disappears from the Collective Bargaining Agreement.

Issue #10—Section A, Article 10.2**Initiated by Board****Clarify Language re: Verbal Warning****Recommendation:**

The Board's request for a change here is recommended with the following modification.

Add the following sentence at the end of the current Section A, Article 10.2:

“If the performance or behavior issue(s) discussed or consulted on continues the discussion or consultation may be referenced and attached to any discipline that may be imposed regarding the issue(s) discussed or consulted on; provided the Bargaining Unit Member was provided a written summary of said discussion or consultation within five (5) workdays of it occurring.”

Rationale:

The foregoing recommendation answers the Board's request to be able use such discussions or consultations for improvement in possible future discipline. However, the modification recommended here insures that the Bargaining Unit Member is fully aware, in writing, of the issues the supervisor understands as having been discussed or consulted on.

Issue #11—Section A, Article 11.5
Allow Deductions from Final Pay

Initiated by Board

Recommendation:

Current contract language. No change is recommended.

Rationale:

The Board’s language request here, that the Bargaining Unit Member in signing the her/his annual contract each year, “...authorize the District to withhold from final wages any amounts owed by the employee to the District” is too broad. There is insufficient evidence or testimony to warrant recommending such carte blanche language.

Language is recommended in Article 6.3.2 that requires the Bargaining Unit Member to authorize the appropriate per diem pay withholding for Article 6.2.3 if the Bargaining Unit Member requests “Intermediate Sick Leave.” The District should seek any other necessary authorizations on a case by case individual basis.

Issue #12—Section A, Article 11.7**Initiated by CVEA****Posting of Vacancies****Recommendation:****Modify Article 11.7 by adding the following language:**

- 1. Bargaining Unit Members need not submit a current transcript when applying for a position in the District if a current up to date transcript is on file in the SAU Office.**
- 2. Vacancies posted by the District will include the location of the vacancy when it is known.**

No further changes are recommended.**Rationale:**

The language modifications recommended here have been essentially agreed upon by the Parties.

Issue #13—Section A, Article 13.1**Initiated by both Parties****Duration of this Collective Bargaining Agreement****Recommendation:****A 1 year Collective Bargaining Agreement is recommended.****Rationale:**

The Parties held at least eleven (11) negotiation sessions beginning last February, prior to going to mediation on October 17, 2017. The Parties agreed on the desirability of a 2 year Collective Bargaining Agreement, “provided they could reach agreement on the wage and benefit issues.”

The Parties did not reach an agreement on the wage and benefits issues. The Parties have not reached agreement on the basic methodology for assigning salaries, or the dollar amounts to be assigned.

The Parties have submitted twenty-five (25) issues in this Fact Finding. Given the number of unresolved issues that came into the mediation and this Fact Finding; and the scope of the differences between the Parties on some of the key issues, a 2 year Agreement is not warranted. The differences between the Parties are especially important regarding the method of determining compensation (Merit pay vs. a traditional Salary Schedule); the use of performance evaluations and the Superintendent’s discretion in determining the merit pay compensation; the work year and work day. A one (1) year Collective Bargaining Agreement is recommended to allow the Parties to further resolve/narrow their differences before too much damage is done to the District.

**Issue #14—Section A, Article 8
Co-curricular Compensation**

Initiated by both Parties

Recommendation:

Raise all co-curricular stipends by 3% effective July 1, 2018.

Rationale:

The Parties presented substantially different models for compensating co-curricular activities. The CVEA proposed that compensation for co-curricular activities continue to be tied as percentages of a base salary as per the model in the current Collective Bargaining Agreement. The CVEA noted that the base salary the co-

curricular stipends have been tied to has not changed since the 2014-15 Collective Bargaining Agreement. The CVEA proposed updating the base salary from the 2014-2015 base salary of \$33,200 to \$39,000; the base salary that the CVEA has proposed for Teachers' in the 2018-19.

The Board indicated that it recognizes the importance of co-curricular activities, both athletic and non-athletic, and continues to budget for the activities. However, the Board indicated that it does not consider increasing co-curricular stipends to be a priority, and does not believe that there is a need to be "competitive" in the market with regards to stipends. The Board indicated that it prefers to focus on the quality of its classroom education and to direct its limited resources to the pay for its teachers, paraprofessionals and special service professionals.

The Board is proposing no change in the Athletic co-curricular dollar stipends. They propose to leave the Athletic co-curricular stipends at the same dollar levels they have been at since the 2014-15 Collective Bargaining Agreement.

The Board is proposing a "new point system" for "Non-Athletic Stipends" beginning in the 2018-19 school year. The Board argued that the previous system of basing Non-Athletic co-curricular stipends on the base salary raised concerns that the levels established for the Non-Athletic activities did not accurately reflect the amount of work involved.

The Board indicated that "a committee of administrators from the middle and high schools worked" for the past two years to develop the new "point system" that it is proposing here. The Board indicates that the committee gathered information regarding each activity from the

individuals running those activities. The committee eventually developed a point system to rank each activity based on the number of student contact hours, the planning/prep time, the number of events, the number of participants, and the level of responsibility. Seven (7) stipend levels were established based on point totals, ranging from \$400 to \$2800. The worksheet showing the rankings for each activity was submitted into evidence for this Fact Finding.

There is no dispute that the Board's proposed formula, and the worksheet showing the rankings for the various Non-Athletic activities were provided to the CVEA by the Board on June 28, 2017. However, testimony at the Fact Finding Hearing by both Parties indicate that the Parties never spent any, or very little, time discussing/negotiating the co-curricular stipends; or the Board's new proposed point system for the Non-Athletic co-curricular activities.

Some of the Non-Athletic stipends change rather dramatically under the Board's new point system, e.g., the yearbook stipend at the High School goes from \$4,233 down to \$2,000. I would be more inclined to give the Board's new point system more consideration if it had been developed by a joint committee of Administrators and CVEA members; or if the Parties had had more time to discuss/negotiate the new point system.

The recommendation made here is essentially a 3% "maintenance" increase in the stipends of all co-curricular activities, after three (3) years of no increases. This should not be taken as a condemnation, or complete rejection, of the Board's new point system for Non-Athletic co-curricular activities. The new system is not being recommended here because the evidence and testimony indicate it has not been adequately vetted by the Parties.

Issue #15—Section B, Article 5**Initiated by both Parties****Teacher Compensation****Recommendation:****5.1 Hiring Matrix**

The 2018-2019 Hiring Matrix for teachers shall be adjusted upwards by 2.0% effective July 1, 2018.

5.2 Initial Placement on Hiring Matrix

5.2.1 Salaries for newly hired teachers will be based on their current degree status, credits and experience, using the Hiring Matrix. The Superintendent shall have discretion to increase the salary for a newly hired teacher to the Master's degree salary track based on having more than 45 graduate credits. However, no newly hired teacher may be awarded a salary greater than any returning teacher with the equivalent degree, credits and experience.

5.3 Salary Increase

5.3.1 No returning teacher shall have a salary less than the salary on the Hiring Matrix for newly hired teachers with the equivalent degree, credits and experience.

5.3.2 General Salary Increase

Effective July 1, 2018 teachers will receive a minimum salary increase of 2.00%. Any teacher being adjusted upward for an equivalent salary on the Hiring Matrix will receive the adjustment on the Hiring Matrix, or 2.00%, whichever is greater. Any teacher who is placed on Pathways III prior to May 1, 2018 and remains on Pathways III on June 1, 2018, or receives a final written warning prior to May 1, 2018 shall not be eligible for any salary increase.

Effective July 1, 2018, teachers shall receive in addition to the minimum increase above, a salary increase in the following amounts, based on their performance evaluation from the prior school year:

Basic – 1.5%

Proficient – 2.75%

Distinguished – 3.5%

5.3.3 Outstanding Performance Award

(a) The District shall establish a pool of \$180,000 for the purpose of rewarding outstanding performance or service to the District. Teachers who score “Proficient” or “Distinguished” on their performance evaluations, and teachers who have been employed less than three (3) years and demonstrate outstanding performance, shall be eligible for the award. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators, community members; and the accomplishment of goals as reflected in the individual’s professional evaluation goals. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1, 2018. The Superintendent will provide the CVEA with a written accounting stating which employees will receive awards and the amount of each award by June 1, 2019. The award will be paid in the final payroll of that school year, provided the teacher completed the school year, and will be added to the teacher’s salary for the following school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards in each year and no individual award shall be greater than \$3000.

Rationale:

Before I get into the rationale for my salary recommendations I want to point out changes I am recommending in the second sentence of Article 5.2.1. The language I put in is “The Superintendent shall have discretion to increase the salary for a newly hired teacher to the Master’s degree salary track based on having more than 45 graduate credits.”

My recommended language contrasts with the language that the Board submitted: “The Superintendent shall have discretion to increase the salary for a new teacher with a Master’s degree based on more than 45 credits.” The intent and meaning of the Board’s sentence is not clear. The only sense I can make of it is that the intent is to allow the Superintendent the discretion to place a newly hired teacher with more than 45 graduate credits on the Master’s degree salary track. If that

was not the intention, then the sentence I in put in, as well as that of the Board, should be removed.

The salary recommendations put forth here are compromises that should give the Parties time to resolve some of their major differences. The Board wants a merit pay system, the teachers want to return to a traditional salary schedule, analogous to the Hiring Matrix. Both Parties have put forth research and surveys to bolster their positions as to which is the best system.

The CVEA also provided information regarding why the current Danielson performance evaluation system used in the District should not be used to determine compensation. The Board is using, and recommending in its proposals, that performance evaluations be used to determine compensation increases.

There is not much middle ground here on these very important issues. I would strongly encourage the Board members to read the briefs and the research that the CVEA submitted regarding merit pay, and the use of the Danielson evaluation system to determine compensation. I also strongly encourage the CVEA members to read the Board's briefs and research submitted by the Board regarding merit pay. It is only through mutual collaboration that you will be able to get by these issues without doing substantial damage to employee morale, and the education mission of the District.

My experience with a number of merit pay systems in schools in New Hampshire, and other states, is that merit pay systems are very expensive to maintain, and can be divisive. I would encourage Board Members and Administrators to read, if they have not already, the

teachers' and special service professionals' comments submitted by the CVEA regarding recent merit pay awards given, and their reactions to them.

Merit pay systems are very expensive because in addition to paying merit pay to teachers, special service professionals, and other personnel that deserve it; districts must maintain a competitive pay scale and benefits for all faculty in order to attract and retain good teachers and special service professionals. This means paying competitive cost of living and experience (step) increases, as well as merit pay.

There are, should be, three (3) components to pay and pay increases: cost of living, experience/education and merit. The recommendations put forth here account for the cost of living increase with the basic 2% increase for all. The experience/education increases are essentially tied to the Boards 1.5%, or 2.75%, or 3.5% performance evaluation increases, that the CVEA objects to. The merit pay is tied to the Board's Outstanding Performance Award provisions that the CVEA also objects to.

The divisiveness of merit pay is often overcome through time in one of two ways. The merit pay provisions are either abandoned; or virtually all teachers in a District with satisfactory evaluations end up getting some form of merit pay, and this can be expensive. I recall being in a mediation caucus with a school board not long ago where board members were challenging the administration as to why such a large percentage of their teachers in the district were getting merit pay. The administration's response: Well, if you hire good teachers and you retain and encourage them; then you should expect a lot of meritorious teachers.

There is potentially one very divisive element in the Board's salary proposals, and in its previous salary actions. Evidence was submitted by the CVEA that some returning Bargaining Unit Members are, and will be, being paid less than their equivalent positions on the Board's Hiring Matrixes for 2017-18 and 2018-19. This indicates that newly hired faculty members are, or will be, paid more than returning Bargaining Unit Members with the same degrees, credits and experience.

The CVEA submitted a list of twenty (20) current Bargaining Unit Members that are paid less than the indicated salary on the 2017-18 Hiring Matrix given their degrees, credits and experience. It is difficult to think of a faster way to decrease morale and professional collaboration than to continue these salary discrepancies. The recommendations I have put forth here rectify this situation. Note, the longer the Board waits to rectify this situation the more expensive it will become to fix.

Reviewing the salary provisions in the collective bargaining agreements since 2015, combined with the Board's proposals put forth here, it is clear that the Board's merit pay system is not static, but trying to evolve. The questions are: 1/ Where is it evolving to; 2/ What are the probable ramifications of the changes.

Issue #16—Section C, Article 5**Initiated by both Parties****Paraprofessional Compensation****Recommendation:****5.1 Hiring Matrix**

The 2018-2019 Hiring Matrix for paraprofessionals is set forth in Appendix B, and shall be adjusted upwards by 3%, the same as the general wage increase in Article 5.3.2.

5.3 Wage Increases

5.3.1 No returning paraprofessional shall have a wage less than the wage on the Hiring Matrix for a newly hired paraprofessional with the equivalent experience and credentials as delineated in Article 5.2.

5.3.2 General Salary Increase

Effective July 1, 2018 every paraprofessional below the top step on their wage track will advance one step on the Hiring Matrix. Those paraprofessionals on the top of their wage track will receive a wage increase of 3.00% in her/his hourly rate. Any paraprofessional on a Performance Improvement Plan, or who has received a final written warning in the past school year will not get any wage increase. Any paraprofessional being adjusted upward on the Hiring Matrix for equivalent experience and credentials to newly hired paraprofessionals, will receive the adjustment on the Hiring Matrix, or 3.00%, whichever is greater.

5.3.3 Outstanding Performance Award

(a) The District shall establish a pool of \$15,000 for the purpose of rewarding outstanding performance or service to the District. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators, community members, and the paraprofessional's overall performance. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1, 2018. The Superintendent will provide the CVEA with a written accounting stating which employees will receive awards, and the amount of each award by June 1, 2019. The award will be paid in the final payroll of that school year, provided the paraprofessional completed the school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards in each year and no individual award shall be greater than \$1000.

Rationale:

The recommendations put forth here are pretty much in line with the Board's proposal for a 3% overall wage increase for paraprofessionals. The recommendations also add provisions such that there will be equity between new hires and returning paraprofessionals. The rationale for this provision is the same as that given in Section B, Article 5, (issue #15) above for the teachers and special service professionals. It is difficult to think of a faster way to decrease morale, work performance and professional collaboration between paraprofessionals than to have wage discrepancies between individuals with similar duties and the same certifications and experience.

The addition of a provision in Article 5.1 for adding the 3% general wage increase in the paraprofessionals' Hiring Matrix is recommended. This provision is in Section C, Article 5.1 of the current Collective Bargaining Agreement and is added for clarity and continuity. There was no argument or evidence presented that warrants this provision being deleted from the Collective Bargaining Agreement.

The Board's proposal for paraprofessionals did not provide any provisions for paraprofessionals to be able to receive experience increases by advancing in the steps on their wage schedule as they gained experience. The recommendation put forth here allows paraprofessionals to advance one (1) step per year until they reach the top of the Hiring Matrix. Those paraprofessionals already on the top step will receive the 3% overall general wage increase; and an Outstanding Performance Award if they so qualify.

Issue #17—Section D, Article 5**Initiated by both Parties****Special Service Professionals Compensation****Recommendation:****5.1 Hiring Matrix**

The 2018-2019 hiring matrix for special service professionals shall be adjusted upwards by 2.0% effective July 1, 2018.

5.2 Initial Placement on Hiring Matrix

5.2.1 Salaries for newly hired special service professionals will be based on their current degree status, credits and experience, using the Hiring Matrix. The Superintendent shall have discretion to increase the salary for a newly hired special service professional to a Master's degree based on having more than 45 graduate credits. However, no newly hired special service professional may be awarded a salary greater than any returning special service professional with the equivalent degree, credits and experience.

5.3 Salary Increase

5.3.1 No returning special service professional shall have a salary less than the salary on the Hiring Matrix for newly hired special service professionals with the equivalent degree, credits and experience.

5.3.2 General Salary Increase

Effective July 1, 2018, special service professionals will receive a minimum salary increase of 2.00%. Any special service professional being adjusted upward for an equivalent salary on the Hiring Matrix will receive the adjustment on the Hiring Matrix, or 2.00%, whichever is greater. Any special service professional who is placed on Pathways III prior to May 1, 2018 and remains on Pathways III on June 1, 2018, or receives a final written warning prior to May 1, 2018 shall not be eligible for any salary increase.

Effective July 1, 2018 special service professionals shall receive a salary increase in the following amounts, based on their performance evaluation from the prior school year:

Basic – 1.5%

Proficient – 2.75%

Distinguished – 3.5%

5.3.3 Outstanding Performance Award

(a) The District shall establish a pool of \$20,000 for the purpose of rewarding outstanding performance or service to the District. Special service professionals who score “Proficient” or “Distinguished” on their performance evaluations, and special service professionals who have been employed less than three (3) years and demonstrate outstanding performance, shall be eligible for the award. Such funds shall be distributed at the discretion of the Superintendent considering such factors as recommendations of administrators, educators, community members; and the accomplishment of goals as reflected in the individual’s professional evaluation goals. The Superintendent shall provide the CVEA with a written explanation of the criteria and process to be followed in awarding Outstanding Performance Awards by November 1, 2018. The Superintendent will provide the CVEA with a written accounting stating which employees will receive awards, and the amount of each award by June 1, 2019. The award will be paid in the final payroll of that school year, provided the special service professional completed the school year, and will be added to the special service professional’s salary for the following school year.

(b) A minimum of 2/3 of the pool must be distributed in the form of Outstanding Performance Awards in each year and no individual award shall be greater than \$3000.

Rationale:

See the rationale spelled out under the Section B, Article 5, for Teachers (Issue #15 above).

Issue #18—Sections B & D, Article 2.3 Initiated by Board
Teachers' and Special Service Professionals' Work Year

Recommendation:

No change, current contract language is recommended

Rationale:

The Board proposed major changes in the teachers' and special service professionals' Work Year, along with removing the dates for the work year, August 25th through June 30th, from the Collective Bargaining Agreement. No new dates for the teachers' work year were proposed by the Board. The Board essentially wants the flexibility to have varying work year times and schedules ranging from 187 days to 205 days for different teachers and special service professionals. A number of problems/questions were raised and persist with the Board's proposal.

The Board proposal is for the Superintendent to have the discretion to require individuals hired on or after July 1, 2018, to be required to work up to 205 days per year, versus the current 187 days. The proposal calls for the Superintendent to schedule the extra work days between August 1st and the first day of school for students. The Board argued that new teachers could use extra learning and experience time; and that the extra eighteen (18) days per diem pay will help with recruiting of new teachers and special service professionals. No evidence was submitted regarding the new hires, or returning teachers, desirability of working an extra eighteen (18) days (three and half plus weeks) in August each year; and not knowing the other parameters (dates) of their work year from year to year.

The Board also proposed that the Superintendent to have the discretion to offer some returning teachers contracts for up to 205 days. The CVEA is sustained in its argument that no criteria are outlined as to which returning teachers might be offered the extended contracts, or why.

There is also the impact of the cost of the proposal. The Board's proposal is to pay individuals their per diem rate of pay for the "up to" eighteen (18) extra days per year. Note, the Superintendent testified that she intended to employ and pay the newly hired teachers and special service professionals for the full extra eighteen (18) days each year. The Board's proposal is that going forward all newly hired teachers and special service professionals will be on a 207 day work year schedule; and that eventually as all current teachers and special service professionals are replaced, all teachers and special service professionals will be on a 207 day work year schedule.

The CVEA is sustained in its argument that the Board's proposal is essentially setting up a two (2) tier salary schedule for the teachers and special service professionals. One track will cost more than the other, and the dollars between the tracks will grow larger over time given simple percentage compensation increases. There is only so much money that can be put into the budget to pay for salaries and benefits in the District's schools. The higher paid individuals will be getting more of the money in the budget, and longer term more senior teachers and special service professionals, working the 187 day school schedule, will be getting less. Yet, they will be working in the same schools and doing similar tasks for the normal 187 day school year.

Issue #19—Section C, Article 2.3

Initiated by Board

Paraprofessionals' Work Year

Recommendation:

Increase the maximum number of days in the work year from 185 to 187.

Increase from 5 to 7 the full days that may be included for professional, program and curriculum development; or other activities as directed by the Superintendent or designee.

No other changes are recommended

Rationale:

The foregoing recommended changes were requested by the Board. There was no strong argument or evidence against adding the two (2) additional days to the paraprofessionals work year.

The Board also wanted to remove the dates (August 25 and June 30) indicating the time frame within which the work year would take place. This latter request by the Board is not recommended. Bargaining Unit Members should continue to know within what time frame they can expect their work year will take place.

Issue #20—Sections B & D, Article 2.4 Initiated by Board
Teachers' & Special Service Professionals' Work Day

Recommendation:

Current contract language. No changes are recommended.

Rationale:

The Boarded asked for an increase in the teachers' and special service professionals regularly scheduled work day from seven (7) hours and fifteen (15) minutes to eight (8) hours. This is an increase of over 10% in the their regularly scheduled on site work day. Such an increase is not warranted given the compensation offered by the Board and recommended in this Fact Finding.

The Board also asked to require that all teachers attend High School graduation; increase evening responsibilities from five (5) to (8) per year, and add weekend responsibilities as part of the increase from five (5) to eight (8) evenings. None of these requests are recommended. It would certainly be very positive for eachers to attend High School graduations, but relatively meaningless if such attendance is "required." The increase in evening and weekend responsibilities is not warranted given the compensation offered by the Board and recommended in this Fact Finding.

Issue #21—Sections B & D, Article 2.4.2 Initiated by Board
Staggered Work Day for Teachers & Special Service Professionals

Recommendation:

Current Contract Language. No changes are recommended.

Rationale:

Testimony at the Fact Finding hearing indicate that staggered work schedules for teachers and special service professionals that alter the regularly scheduled work day are currently filled based on volunteers, when offered by the Superintendent. The testimony at the Fact Finding hearing was mixed regarding the need for this change. There is insufficient evidence and testimony to warrant making staggered work day schedules mandatory at the discretion of the Superintendent.

Issue #22—Sections B & D, Article 4.1 Initiated by CVEA
Early Retirement Stipend for Paraprofessionals

Recommendation:

Extend the Early Retirement Stipend benefit in Article 4.1 of Sections B and D to paraprofessionals, including the guarantee in 4.1, h., of granting at least one early retirement per year for a paraprofessional, if there is a qualified applicant, as well as one teacher and one special services professional.

Change the wording Article 4.1, i., such that “...the Board may offer additional early retirement incentives to any Bargaining Unit Member, provided that the terms of such early retirement incentives are disclosed in writing to the CVEA President.

Change the wording from teacher or special services professional in the Articles to Bargaining Unit Member, and consolidate the Article from Sections B and D into Section A.

Rationale

This is a benefit already extended to the other Bargaining Unit Members. It is not a big benefit, but it is an incentive for retaining valuable employees. It is also an important reward for those faithful long term employees. The Board is sustained in its argument that extending this benefit to paraprofessionals is a cost time and is factored in as such.

Issue #23—Sections B & D, Article 5.3.3

Initiated by Board

Prorate the increase for additional Course Work for Teachers' & Special Service Professionals'

Recommendation:

Add the following language to Article 5.33:

“At the time the course work is completed, the teacher’s or special service professional’s annual salary is increased accordingly, and the pay is adjusted on a prorated basis for the remaining pay periods in that school year.”

Rationale:

This is language requested by the Board and recommended here. There was no argument or evidence warranting not recommending this change.

Issue #24—Section B, Article 5.4.2**Initiated by Board****Stipends for Teachers In Charge (TICs) and Department Heads****Recommendation:****Change/add the following language:**

A department head will be paid a stipend of \$2,500 to \$4,500, depending on the department's size, duties, responsibilities and amount of time impacted by being the department head. Determination of the exact pay for any particular department head shall not be done in an arbitrary or capricious manner.

A teacher in charge will be paid \$2,500...

Current Department Heads shall be grandfathered at their current rate of pay.

Rationale:

The dollar changes recommended here are those that the Board asked for. The grandfathering of the current department heads at their current rate of pay is meant to cushion any immediate changes in compensation. The testimony and evidence are clear that there is a significant difference in the number of personnel in the various departments that may warrant differing amounts of pay for department heads; depending on the duties, responsibilities and time impacted.

The CVEA is sustained in its argument that the Board did not spell out the criteria for determining any given department head's pay within the range of \$2,500 to \$4,500. The language recommended here simply states that the determination cannot be done in an arbitrary or capricious manner. There must be some set of criteria or a formula objectively applied to determine the exact dollar figure within the given range.

Issue #25—Section B, Articles 7.1 & 7.2

Initiated by Board

Transfers

Recommendation:

Add the following Board language to each Article:

7.1: “...given the student or programmatic needs which necessitated the transfer....”

7.2: “...whenever possible given the student or programmatic needs which necessitated the transfer....”

No further language changes are recommended in Article 7.1 & 7.2.

Rationale:

There is insufficient evidence or testimony to warrant recommending the further changes requested by the Board regarding “involuntary transfers.” The current contract language gives the Board the authority to involuntarily transfer, either in a given school, or between schools, the teacher with the least District seniority qualified to fill the vacancy; when there are no qualified volunteers to fill the vacancy. The CVEA is sustained in its argument that this is an important protection for teachers who chose to remain in the District and build their careers; especially given the geographical distances between some of the schools.

The foregoing outlines my recommendations to the Parties on the outstanding issues presented to me. I will close by emphasizing that the recommendations should be taken as a package. Best of Luck!

Respectfully submitted,

Allan S. McCausland, Ph.D.

December 26, 2017

****A signed copy of this Fact Finding Award has been mailed to Kathleen C. Peahl, Esq. and Rachel Hawkinson, Esq. on December 26, 2017.**