



Buzz - September 2017

Greetings!

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- Intent of contract language - with regards to the Off-Schedule Raise

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Letter to Our Members

A Note to Our Community Members and PAUSD Educators,

We would like to take this opportunity to respond to some of the recent news reports concerning the contract between the Palo Alto Educators Association (PAEA) and the Palo Alto Unified School District (PAUSD). As we share the community's dedication to excellent education, we hope to address some questions and issues that have arisen in reporting and commentary.

1. Our interactions with PAUSD have consistently reflected adherence to the clear terms of the contract we signed with the Board of Education. Some observers have suggested that we intended to deceive PAUSD, either by act or omission, with regard to the raises that went into effect this school year. That is not the case. More than once in the 2016-17 academic year, union leadership did advise district administrators regarding the use of premature assumptions relating to the budget and contract, and pointed out that the raises in question could be renegotiated but not eliminated unilaterally. It was PAUSD's responsibility to officially reopen contract negotiations at the proper time if they wished to.

2. We have a legal and ethical responsibility to represent our members and their interests, in accordance with state law and our own bylaws. That is what we have done consistently. To suggest that we should have done more to prod the district back into negotiations is essentially to suggest that we should have acted outside the scope of our contract and without the expressed will of our own membership. Were the situation reversed, we would not expect reporters or community members to criticize the district for failing to remind us to negotiate on our own behalf.

3. The raise in question is both fair and necessary. Teachers, like many community members, are struggling with housing and other costs of living in the Bay Area. There is no greed in accepting a raise that helps us support our families and afford to live in this region. It is appropriate for any workers to engage in good-faith negotiations to secure compensation and working conditions that improve their lives. The district has healthy reserves available to maintain any discretionary funding the trustees see fit to maintain. This raise does not put PAUSD in any financial peril.

4. The money that the district will pay teachers has not been "lost," and taxpayers have not been affected in any way. The funds in question are not disappearing; this money will be allocated to compensation instead of other, discretionary spending. Any new investment in PAUSD's educators is an investment in the future of this district and community, serving the district by supporting the stability of its teaching force, and its competitiveness among local school districts. No tax collections or tax bills will change based on this turn of events.

5. If PAUSD had reopened negotiations on or before March 15, there likely would still have been some pay raise for teachers. Much of the media coverage and commentary in recent weeks has implied that a reopened contract would result in no raise at all for teachers. However, with recent tax revenue forecasts that have been increasingly favorable for the district budget, we suggest it is faulty reasoning to assume that our

negotiating team would have settled for no raise at all, or that our membership would have ratified such contract terms.

6. The union is the teachers, and student learning and wellbeing are our main goals. We remind everyone that the union leadership is made up entirely of teachers, and that we serve our members, the professional educators of PAUSD. While not all teachers agree on all issues, one cannot logically separate the union from the union members when discussing situations like this. As teachers, we advocate consistently for policies that help us do a better job for all of our students now and in the future. It is natural and understandable that we do not always agree with PAUSD on how best to achieve our shared goals; that is what negotiations are for. We assume good intentions when disagreements arise, and ask that, as you know us through our long-term dedication to your children and our schools, you might reciprocate in assuming our good intentions as well. We like our jobs and want to continue doing them to the best of our ability, in a manner and with compensation that helps us build a future here, together.

Thank you for reading,
The PAEA Executive Board

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Health Benefits

We had GREAT news at our Joint Benefits Committee (JBC) meeting!



Sutter Health Plus News

- Sutter Health Plus came in at a 0% increase!
- Sutter has been given permission to serve the Santa Cruz area as of January 1, 2018, so if you were formerly with a Sutter Health doctor(s) (PAMF included) in the Santa Cruz area, you can go to those doctors again. If you chose to switch to Kaiser in that area and would like to switch back, you can during Open Enrollment (Oct 27 - Nov 10)
- Sutter has extended the guarantee to not raise our premiums more than 8% to next year, January 2019 since we had a 0% increase this year.



Kaiser

- Kaiser came in at a 5% decrease in premium costs.
- * The JBC is working with the Executive board on how to handle the savings approximately \$340,000.
- We know that this amazing news will not happen again next year so one option might be to bank the savings and apply it to any increase next year so that we can control increases to member contributions in the future. We are also considering lowering the copays to hospital admissions and adding chiropractic and acupuncture services to Kaiser. The cost for these additions are very minimal and we would still save around \$300,000 in premium costs.



Delta Dental

Delta Dental came in at a 4% decrease in savings. This savings is great, although does not add up to a large amount in savings. We will bank these savings to apply to any increases next year.

VSP Vision

VSP Vision came in at a slight decrease so they suggest we go to a 0% increase and up our frames and contacts allowance to the industry standard. We will do this.

- the new allowance for frames will be \$150 (from \$115)
- the new allowance for contacts will be \$130 (from \$105)

The Importance of the Intent of Contract Language

The PAEA executive board and negotiations team acknowledges that there was certain intent when writing the language for the one-time, off-schedule raise. When writing that language we were all using a higher 7.5% property tax projection that Cathy Mak was intending to use to build this year's budget. Two years ago no one expected the Board of Education to instruct her to use a much lower projection number. That lower number (3.7%) and the current language would make it so we already would reach the trigger language to receive a 2% off-schedule, one-time raise in May. That said we know the language was written with the intent on using a higher tax projection number.

Why is this important?

It is important because intent when writing contract language matters. We have used intent when principals have misinterpreted contract language in the past and the district has backed us up on the intended meaning of the language. If we were to file a grievance (about any contract issue) and it went to mediation or arbitration the outside mediator/arbitrator would look at our notes and the intent when writing the language. We know there was a different intent with this off-schedule raise and the district had also mentioned the difference in intent. We know the district would like to reopen and discuss ONLY the off-schedule raise in the contract (Article VI Compensation & Benefits, A. 4. c. page 12). This would NOT affect the 3% on-schedule raise.

A recent example of how the intent of language is important is Elementary Schools Staff Meetings:

The negotiation team added language that allowed elementary schools to hold staff meetings on the restructured, shorter days (Wednesdays) so that they could have more parity with the middle and high schools. The language was added to existing language that talks about an average of four hours of meetings a month. The district wanted to keep the average of four hours of meetings a month language for school sites that wanted to continue to hold their staff meetings after school on Tuesdays. When reading the language it could (and has been) interpreted by principals that they could use Wednesdays for staff, grade level and/or PLC meetings AND be able to also have up to four hours of meetings after school a month. That was not the intent of that language and the district backed us up on that. This is just one example why the intent behind contract language is important. If we don't also acknowledge intent, we could damage the use of intent for ourselves.

Soon you will receive a survey to help us determine how we would like the outcome of the renegotiations to go. Knowing that this is negotiations and no particular outcome can be guaranteed. Thank you in advance for participating in this survey.

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