

INITIAL PROPOSALS

Environmental Charter Schools (ECS) makes these proposals in compliance with Section 3547 of the California Government Code. These are initial proposals only. ECS expressly reserves the right to modify, add, or delete from these proposals as appropriate through the good faith negotiation process. The following proposals are made without prejudice or precedent.

I. Recognition

ECS recognizes Environmental Educators United/CTA/NEA as the exclusive representative of all certificated personnel, excluding all management, supervisory, and confidential employees within the meaning of EERA section 3540.1. Consistent with that recognition, ECS proposes terms concerning the definition of the unit, processing new positions, and contracting/transferring of work.

II. Term and Negotiation Procedure

ECS will propose a term of the Agreement and processes for opening negotiations during the term of the Agreement.

III. Association Rights

ECS will propose terms to provide objective criteria and predictability concerning the exercise of association rights.

IV. Employment Status

ECS will propose terms regarding the application of probationary and non-probationary statuses.

V. Layoff and Reemployment

ECS will propose the retention of rights to determine the need for layoffs, which would occur in a fair and transparent manner. Consistent with the best interests of students, ECS would propose the retention of rights to make individualized assessments as to reemployment after layoff.

VI. Class Size

ECS will propose terms concerning class sizes consistent with the best interests of students.

VII. Workday, Workweek, and Workyear

ECS will propose the maintenance of flexible work hours that permit addressing the needs of students.

VIII. Transfer and Reassignment Policies

ECS will propose the retention of rights to approve or disapprove transfers or reassignments on an individualized basis consistent with the best interests of students.

IX. Compensation

ECS is committed to serving students by maintaining an equitable compensation system for staff that balances the need for competitive pay with non-wage expenditures and the organization's long-term financial viability. Consistent with those aims, ECS will propose a system that maintains flexibility to address local, state, and federal variables, including, among other things, projected school income and expenses, capacity, competitiveness, attendance, inflation, and economic disruptions, on a regular basis in a transparent, objective, and equitable manner.

X. Health and Welfare Benefits

ECS will propose competitive health and welfare benefits defined by policy.

XI. Discipline

ECS will propose terms concerning discipline that maintains flexibility to address the numerous incidents that may require investigation and appropriate remedial action.

XII. Leaves of Absences

ECS will propose competitive leave benefits defined by policy.

XIII. Evaluation Procedures

ECS will propose the maintenance of an evaluation system that permits assessing strengths, improvement plans, reassignments, and employment status, among other things.

XIV. Safety

ECS will propose terms concerning safety of unit members.

XV. Grievance and Arbitration Procedure

ECS will propose equitable grievance procedures to resolve differences over the contract at the lowest possible level.

XVI. Effect of the Agreement

ECS will propose terms concerning the effect of the Agreement during its term.

XVII. Instructional Leadership Team

ECS will propose a term concerning the structure and operation of Instructional Leadership Teams

XVIII. Savings Clause

ECS will propose a term concerning the process in the event provisions of the Agreement are changed by law.

XIX. Assignability

ECS will propose a term concerning the assignability of the Agreement.

XX. Additional Rights Not Specified

ECS will propose terms relating to terms and conditions of employment and not easily captured elsewhere.

XXI. Definitions and Interpretive Rules

ECS will propose terms to aid in the interpretation of the contract.

XXII. Organizational Security

ECS will propose terms for deducting union dues in an orderly and transparent manner.