



## SEAC Focuses on Superintendents

This year the Board of Directors of School Employers Association of California (SEAC) made a decision to focus on the needs of superintendents in the collective bargaining arena. Even though in most districts someone other than the superintendent leads the negotiations process, it is the superintendent who is responsible to achieve a negotiated agreement between the school board and the unions. Therefore, a series of "Superintendent Conversations" about collective bargaining are being held throughout the state.

Dr. Ruben Ingram, SEAC Executive Director and a former superintendent, is facilitating those conversations. Usually, they last about an hour and are most often held in conjunction with the regular monthly county-wide meeting of superintendents. There is no PowerPoint Presentation, just a few handouts about union proposals and impasse procedures. Rather, Dr. Ingram raises issues related to collective bargaining, suggests strategies and techniques other districts have used and asks the group to share their experiences.

Sessions have been held in Butte County, Santa Barbara County, North Sacramento County and South Sacramento County. There is no charge for the session. It is funded by School Employers Association of California (SEAC) not only for member districts, but for all interested superintendents.

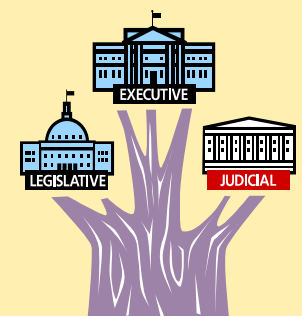
If you would be interested in scheduling such a session for your area superintendents, please contact Ms. Olivia Mata, Administrative Assistant @ 949.387.1869.



Mr. Barrett Snider of School Innovations & Advocacy (SI&A) and Legislative Advocate for School Employers Association of California (SEAC) has issued some warnings regarding fiscal information coming out of Sacramento. One report identified that the Governor was proposing administrative cuts of \$1.5 billion when the correct number was actually \$1.2 billion. County Offices of Education will not be rejecting district budgets based on meeting this proposed cut. In addition, key Democratic leaders have flatly rejected the Governor's proposed targeted administrative cuts, and most budget observers in Sacramento believe they will not be approved in a final budget agreement.

Because State Controller John Chiang reported that January tax collections exceeded expectations by \$1.28 billion or 18.6%, and even though spending in January was almost \$600 million more than estimates, it appears that the Department of Finance may shelve, at least temporarily, plans for a mid-year deferral.

Finally, the State PTA is backing an initiative to lower the vote threshold from 66.67% to 55% to pass local parcel taxes. There would be conditions including independent citizen oversight committees, an annual audit, and tax exemption for senior citizens.



# Executive Director's Column

School Employers Association of California (SEAC) has been asked by some of our members to address a problem related to the layoff of permanent teachers who then have first rights to substitute and when they reach 21 days, must be paid their daily rate. (See E.C. Section 44956 (5). The Governor actually has a proposal in his budget to revise this, but of course, the unions will oppose. SEAC believes there may be a way to resolve this issue not only to our advantage, but also with a "cover" for the unions. SEAC may be going alone on this, but we trust this type of issue is what brings value to your membership in SEAC.

An example in one district is a laid off teacher would earn her full salary and benefits working as a substitute and with unemployment payments and no obligation to pay for health insurance, this teacher would receive \$29,000 more working as a substitute than she would have as a regular teacher. As a result, this district laid off teachers to close the shortfall, and then had to turn around and pay nearly as much for them as substitutes which has driven the district into qualified status, and maybe into negative status.

Please contact us if you have similar concerns and examples of this, and most importantly would be willing to assist with efforts to change the law.

Each May the SEAC Board of Directors and Staff conduct a Lobby Day in Sacramento led by our Legislative Advocate Barrett Snider of School Innovations & Advocacy. We welcome your input regarding the issues you would like to see us carry to the Legislature and the Governor.



Ruben L. Ingram, Ed.D.  
Executive Director



## Collaborative Leadership in Health Care

School Employers Association of California (SEAC) initiated the California Education Coalition for Health Care Reform (CECHCR) four years ago in cooperation with ACSA, CSBA, CASBO, CCSESA, CCLC on the management side, and with CTA, CSEA, CFT on the labor side. SEAC Executive Director Ruben Ingram has served as the Management Co-Chair with CSEA Senior Health Policy Advisor Cindy Young as the Labor Co-Chair since CECHCR began. This collaborative work goes on and is a great benefit to school districts and their employees. A one-page End-of-Year Update is included as an insert in this newsletter. Please visit the CECHCR Website at [www.cechcr.org](http://www.cechcr.org) for more information or call us at 949.387.1869 to learn more about how we can help you with your ever increasing health benefits costs and quality issues. This work would not be possible without the support of SEAC Member Districts.



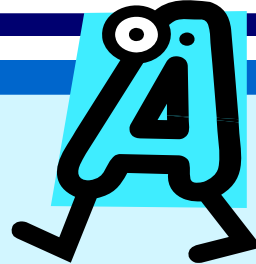
# When Not to Come to Agreement



There are times when not agreeing at that moment may prevent a bad deal and lay the groundwork for a better one. It does not mean you will not ever come to an agreement, but that you may be rushing into an unwise one.

1. Your gut says, "Wait!" You will likely face situations where you feel torn between yearning for closure and a gnawing sensation inside holding you back. Listen to your instinct and take your time. Thinking things through now will help avoid needless remorse later.
2. A significantly better deal is available to both sides. One party will make an offer that looks tempting, but it may be too early to agree because all interests have not yet been studied. By learning more about each party's underlying needs, you may be able to fashion a more optimal agreement.
3. A party does not feel fairly treated. Perhaps a party is unsure whether it's a fair deal. Doing a bit more research or fact-finding to get other precedents, standards and benchmarks will help parties feel satisfied with the agreement.
4. Other linked issues are still unsettled. You do not want to get into a hassle over related issues that have not yet been agreed to. Consider making the agreement tentative and contingent on the whole agreement being acceptable.
5. You want to "sleep" on it. When an agreement means significant changes, a career change, a major contract, taking a step back and reflecting can help individuals be "emotionally" ready. A professional contract negotiator I know would often say to a counterpart, "Why don't we both sleep on it, before we take the plunge."

Jumping to closure too quickly means parties leave value on the table or were not truly ready to agree. By identifying the cause of the concern, you will be able to allay fears and craft better agreements, ultimately creating better working relationships. (Source: Grande Lum, Accordence: <http://www.accordence.com>)



## Are part-time employees with greater seniority entitled to "bump" full-time employee with lesser seniority?

The District initiated lay-off proceedings under Education Code section 44955 that included one full-time and two part-time certificated school psychologist positions. After noting that a part-time position to perform a particular assignment is not the same "service" as a full-time position to perform the same assignment, the appellate court found that districts have broad discretion in defining positions and establishing requirements for those positions. *The California Court of Appeal has held that when a school district lays off certificated employees because of a reduction of services, part-time employees with greater seniority are not entitled to "bump" full-time employees with lesser seniority.* [Hildebrandt v. St. Helena Unified School District, 172 Cal.App.4th 334] Source: Legal Update, Parker & Covert LLP, Fall-Winter 2009, p. 6

## Do teacher-dismissal powers affect absences?

In Chicago, teachers who did not have tenure took fewer days off after principals were given more flexibility to dismiss probationary teachers. The policy reduced teacher absences on an annual basis by about 10 percent and cut the number of teachers with 15 or more annual absences by 20 percent. (Source: Education Week, February 3, 2010, Vol. 29, No. 20, Pages 8-9)





2172 Dupont Drive,  
Suite 13  
Irvine, CA 92612

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**Dr. Ruben Ingram**  
Executive Director

**Dr. Douglas Brown**  
Assistant Executive Director

**Ms. Olivia Mata**  
Administrative Assistant

**School Employers  
Association of California**

2172 Dupont Drive, Suite 13  
Irvine, California 92612-1317

Phone: 949.387.1869  
Fax: 949.387.2502  
Email: [seac@seacal.org](mailto:seac@seacal.org)  
Website: [www.seacal.org](http://www.seacal.org)