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6 FACT FINDING PROCEEDINGS

7 PURSUANT TO EDUCATIONAL EMPLOYMENT RELATIONS ACT

8 SANTA MARIA JOINT UNION SCHOOL
9 DISTRICT,

10 Employer,

11 vs.

12 SANTA MARIA JOINT UNION HIGH
13 SCHOOL DISTRICT FACULTY
14 ASSOCIATION/CTA/NEA,

15 Union.

PERB Case No.: LA-IM-3883-E

REPORT OF FACT FINDING PANEL
AFTER HEARING

16 Chairperson: Andrea L. Dooley, Arbitrator

17 Employer Panel Member: John Gray, School Services of California

18 Union Panel Member: Cindy Heller, California Teachers Association

19 For the Union: Andrew Oman, California Teachers Association
20 Ken Stevens, California Teachers Association

21 For the Employer: Carl B.A. Lange, Santa Maria Joint Union High School District
22 Chelsea Olson Murphy, Esq., Dannis Woliver Kelley

23 **Background**

24 The Santa Maria Joint Union High School District (District) and the Santa Maria Joint Union
25 High School District Faculty Association (Association) are parties to a collective bargaining
26 agreement. The District and the Association began successor negotiations on August 27, 2015.

The parties met seven times and declared impasse on February 3, 2016.

1 The parties met with Joe Rios of State Mediation and Conciliation Service in formal
2 mediation on March 7 and 15, 2016. The parties were unable to reach any agreements in
3 mediation and Mr. Rios certified the parties to fact-finding on March 16, 2016. The parties
4 properly selected their panel members and Neutral Panel Member Andrea Dooley on April 4,
5 2016.

6 The factfinding panel convened a hearing on May 5, 2016. Both parties presented facts
7 through their presenters (listed above) and the parties attempted mediation following the close of
8 presentations. The parties were able to reach an agreement, but that agreement was not ratified
9 by the membership of the Association, so the Chair makes the following recommendations.
10

11 **Fact Finding Criteria**

12 Pursuant to California Government Code Section 3548.2, the panel has considered and
13 been guided by the following statutory criteria:
14

- 15 1. State and federal laws that are applicable to the Employer.
- 16 2. Stipulations of the parties.
- 17 3. The interests and welfare of the public and the financial ability of the public schools.
- 18 4. Comparison of the wages, hours and conditions of employment of the employees
19 involved in the factfinding proceeding with the wages, hours, and conditions of
20 employment of other employees performing similar services and with other
21 employees generally in public school employment in comparable communities.
- 22 5. The Consumer Price Index for goods and services, commonly known as the cost of
23 living.
24
- 25 6. The overall compensation presently received by the employees, including direct wage
26 compensation, vacations, holidays, and other excused time, insurance and pensions,

1 medical and hospitalization benefits, the continuity and stability of employment, and
2 all other benefits received.

- 3 7. Such other factors, not confined to those specified in paragraphs 1 through 6,
4 inclusive, which are normally and traditionally taken into consideration in making
5 such findings and recommendations.

6 State and Federal Laws Applicable to the Employer

7
8 Beginning in the 2013-2014 budget year, the District’s finance system is funded by
9 California’s Local Control Funding Formula (LCFF) which “creates base, supplemental, and
10 concentration grants in place of most previously existing K-12 funding streams.”¹ In order to
11 maintain funding provided by the LCFF, the District was required to develop and adopt a Local
12 Control and Accountability Plan (LCAP) that must be updated annually, based on a template
13 adopted by the State Board of Education. “The LCAP shall demonstrate how services are
14 provided according to the chapter to meet the needs of unduplicated pupils and improve the
15 performance of all pupils in the state priority areas.” CCR Title 5, §15494. “Unduplicated
16 pupils” include pupils eligible for free or reduced price meals, foster youth and English learners.
17 CCR Title 5, 15495(m).

18
19
20 “This funding shall be used to increase or improve services for unduplicated pupils as
21 compared to the services provided to all pupils in proportion to the increase in funds apportioned
22 on the basis of the number and concentration of unduplicated pupils as required by Education
23 Code section 42238.07(a)(1).” CCR Title 5, §15496.

24
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¹ Local Control Funding Formula Overview, California Department of Education website,
<http://www.cde.ca.gov/fg/aa/lc/lcffoverview.asp>.

1 The District's LCAP must include an explanation of how expenditures of the funding
2 meet their goals for their unduplicated pupils. Because 74.64% of the District's enrollment is
3 made up of unduplicated pupils, the District may spend their supplemental and concentration
4 grant funds on a districtwide basis.² However, the LCAP must describe the services to be
5 provided and describe how such services are effective in meeting the goals for serving the
6 unduplicated pupils in the District.
7

8 Both parties have tailored their proposals in recognition of the application of these laws
9 to the District.

10 Stipulations of the Parties

11 The District has proposed the following facts, which are undisputed by the Association:

- 12 1. The Santa Maria Joint Union High School District is a public school employer within the
13 meaning of Section 3540.1(k) of the Educational Employment Relations Act.
- 14 2. The Santa Maria Joint Union High School District Faculty Association is a recognized
15 employee organization within the meaning of Section 3540.1(l) of the Educational
16 Employment Relations Act and has been duly recognized as the representative of the
17 certificated non-management bargaining unit of the Santa Maria Joint Union High School
18 District.
19
- 20 3. The parties to this factfinding have complied with the public notice provisions of
21 Government Code section 3547 (EERA, "Sunshining" requirement).
22
23
24

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² "A school district that has an enrollment of unduplicated pupils of 55 percent or more of the
district's total enrollment in the fiscal year for which an LCAP is adopted or in the prior year may expend
supplemental and concentration grant funds on a districtwide basis." CCR Title 5, §15496(b)(1).

- 1 4. The parties have complied with the Educational Employment Relations Act with regard
2 to the selection of the Factfinding Panel and are timely and properly before the Panel.
- 3 5. The parties have complied with all the requirements for selection of the factfinding panel
4 and have met or waived the statutory time limitations applicable to this proceeding.
- 5 6. The contract issues which are appropriately before the Factfinding Panel are as follows:
6 Article 2 – Compensation
7 Article 4 – Hours
8 Article 6 – In Lieu
9 Article 15 – Hiring Ratios³
- 10 7. The parties proceeded to mediation on March 7 and 15, 2016 with Mediator Joe Rios. At
11 that time, the mediator was unable to facilitate a settlement. On March 16, 2016 the
12 mediator certified the parties for factfinding.
13
14
- 15 8. The factfinding Chairperson, Andrea Dooley, was notified of her assignment on or about
16 April 4, 2016.
- 17 9. The parties agreed to schedule, and did conduct, the factfinding hearing with Ms. Dooley
18 presiding as the factfinding chair on May 5, 2016.
19

20 The Interests and Welfare of the Public and the Financial Ability of the Employer

21 The panel members have considered the interests and welfare of the public as
22 demonstrated by factual evidence presented by both the District and Association. Such facts
23
24
25
26

³ Articles 10 and 11 were certified to fact-finding. The parties elected to provide evidence on the four articles identified in Paragraph 6.

1 include demographic information about the pupil population served in the District, general
2 information about Santa Maria, review of the applicable statutes and the District's LCAP.

3 The District's financial ability was considered as a part of the review of relevant state law
4 and the comparability of the District to geographically or demographically similar school
5 districts.

6 Comparability

7
8 The District identified the following districts as comparable, because Santa Maria
9 teachers in the normal commuting area would be able to consider employment in these districts
10 due to their proximity. These districts are:

- 11 Atascadero Unified School District
- 12 Blochman Union Elementary School District
- 13 Carpinteria Unified School District
- 14 Cuyama Joint Unified School District
- 15 Guadalupe Union Elementary School District
- 16 Lompoc Unified School District
- 17 Lucia Mar Unified School District
- 18 Orcutt Union Elementary School District
- 19 Paso Robles Joint Unified School District
- 20 San Luis Obispo Coastal Unified School District
- 21 Santa Barbara Unified School District
- 22 Santa Maria-Bonita Elementary School District
- 23 Santa Ynez Valley Union High School District
- 24 Templeton Unified School District

25 The Association identified the following districts from the county, as well as districts
26 from elsewhere in California which have similar Unduplicated Pupil populations:

County Districts Comparables

- 27 Carpinteria Unified School District
- 28 Lompoc Unified School District
- 29 Santa Barbara Unified School District
- 30 Santa Ynez Valley High School District

State District Comparables

- 31 Anaheim Union High School District
- 32 Brawley Union School District
- 33 Central Union School District
- 34 Delano Joint Union High School District
- 35 El Monte Union High School District
- 36 Le Grand Union High School District
- 37 Salinas Union High School District

South Monterey County Joint Union High
School District
Sweetwater Union High School District
Wasco Union High School District

Data about these was taken from State-Certified Reports, including the J-90, CBEDS and SACS reports, for the years for which data is most recently available.

CPI

The panel did consider data concerning Consumer Price Index. Ongoing salary settlements between the District and the Association since 2013 have exceeded the California CPI.

Year	District % Increase	State CPI
2013-2014	5.50%	1.40%
2014-2015	6.00%	1.50%
2015-2016	3.50% (District proposed increase)	1.90%
Total	15.00%	4.80%

Overall Compensation

The panel considered data on overall compensation provided by the District as well as the collective bargaining agreement.

Other Factors

The panel reviewed and considered all facts and proposals presented by the District and the Association.

Recommendations

1
2 After a review of the facts and arguments presented by both parties, the Chair
3 recommends the following:

Article 2 Compensation

2.1.1 Salary Schedule

6 2015-16: **2.63%** increase, retroactive to July 1, 2015.

8 2016-17: **3%** total compensation increase, allocation to be determined by the parties.

9 *The District offered a 3.5% total compensation increase for 2015-16. The Association requested*
10 *that .87% of that be allocated towards benefits, leaving 2.63% for the salary increase.*

2.5.3 Mock Trial added to the Activity Stipend List

2.7 Benefits

14 2.7.1.1 **.87%** increase for 2015-16

15 *These increases bring certified employee increases from 2013-2016 into conformity with the*
16 *increases given to Classified and Management employees for the same period, and are*
17 *competitive to comparable districts in the region.*

Article 4 Hours

19 4.1.1: Replace “shall be based on the 2013-14 ERHS Schedule” with “Attached as Appendix E.”
20 *Appendix E is the uniform schedule.*

22 4.2.4.5 School nurses shall have five (5) additional work days per school year.

23 4.3.4 Preparation Period teaching assignments shall be offered to volunteers who are regular
24 part-time employees on a rotating seniority basis. If no regular part-time employee volunteers,
25 preparation period teaching assignments shall be offered to volunteers who are regular full-time
26 employees on a rotating seniority basis.

1 4.3.4.4 Preparation period assignments shall be limited to twelve (12) per school site.

2 Add to 4.6.1: “If an In-School Intervention teacher’s regular assignment requires covering
3 students during the scheduled nutrition break and/or lunch period, the equivalent amount of time
4 shall be scheduled by mutual agreement with the Principal. The intervention teacher lunch period
5 will be held either immediately before or after the regular lunch period. Prior to each school year,
6 the Principal and the Intervention teacher at each site will mutually agree on which time frame
7 will be used for lunch.”
8

9 **Article 6 Leaves**

10 In-Lieu Policy

11 6.2.1.1 Participation shall be voluntary. If no certificated unit member volunteers, the school site
12 administrator may assign an available certificated unit member who has not reached the
13 maximum number of in-lieu days. Mandatory assignments will be only made once per teacher
14 per school year.
15

16 6.2.4 Five (5) periods equal one (1) day of in-lieu time

17 6.25 Fifteen (15) day max

18 6.26 Seven (7) day max
19
20

21 **Article 15 Hiring Ratio**

22 15.2.1 Band classes may exceed the limitations of this paragraph by agreement between the
23 school site administrator and the teacher.

24 *Addition of this language should be accompanied by the withdrawal of the grievance related to*
25 *band class size.*
26

Article 16 Conclusion

16.4 Term of the Agreement

Extend the expiration of the Agreement to 2018, with re-openers on compensation and one other article by each party in the 2017-2018 school year.

Other Issues

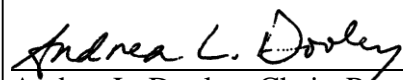
The panel recommends that all other “sunshined” articles remain status quo.

The panel acknowledges the high cost of alleged grievances and unfair practice charges pending between the parties. While it is beyond the scope of the panel to attempt to adjudicate these matters, the panel strongly recommends that resolution of all pending disputes be included as part of any settlement.

Conclusion

It is the hope of the Chair that these recommendations will be used by the parties to negotiate a settlement to the current impasse.

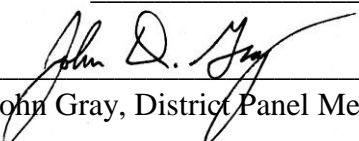
Dated May 27, 2016.



Andrea L. Dooley, Chair, Panel Member

Concur _____ X _____
Concur in part _____
Dissent in part _____
Dissent _____

Concur _____ X _____
Concur in part _____
Dissent in part _____
Dissent _____



John Gray, District Panel Member

(see attached)

Cindy Heller, Association Panel Member

1 **Article 16 Conclusion**

2 16.4 Term of the Agreement

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4 article by each party in the 2017-2018 school year.

5 **Other Issues**


6 The panel recommends that all other "sunshined" articles remain status quo.

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9 pending between the parties. While it is beyond the scope of the panel to attempt to adjudicate
10 these matters, the panel strongly recommends that resolution of all pending disputes be included
11 as part of any settlement.

12 **Conclusion**

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15 negotiate a settlement to the current impasse.

16 Dated May 27, 2016.

17
18 
19 _____
Andrea L. Dooley, Chair, Panel Member

20
21 Concur _____ X _____
22 Concur in part _____
23 Dissent in part _____
24 Dissent _____

25
26 

John Gray, District Panel Member

20
21 Concur _____ X _____
22 Concur in part _____
23 Dissent in part _____
24 Dissent _____

25
26 

Cindy Heller, Association Panel Member