

CAUSE Advisory

Open Letter - to Superintendent Rigby

* Context for attached Memo of Understanding [MOU] *

CUSD Colleagues: Staff, Faculty, Administration, & Board of Trustees.

The bargaining partners (CAUSE & CUSD) have reached tentative agreements (T.A.'s) regarding several Certificated and Classified contracts articles. Union leadership is currently working to develop a ratification process. This process will provide our members an opportunity to thoroughly review and consider the new agreements we promote.

In the meantime, the Union has provided the District an opportunity to temporarily implement those T.A.'s that would most directly impact an efficient start to the 2018-19 instructional year.

Please see the attached documents, which include...

1. An **OPEN LETTER** to Superintendent Rigby, clarifying the opportunity to temporarily implement currently unratified contract language (T.A.'s).
2. The **MEMO OF UNDERSTANDING**, which contains the terms of the agreement to temporarily implement currently unratified contract language (T.A.'s).

3. The most relevant portion of the tentative agreements, which clarify the specific provisions of the T.A.'s reached mid-Summer that will be temporarily implemented prior to the ratification process.

Your attention is appreciated.

~ CAUSE Leadership

*** C.A.U.S.E. - Yes We Can ! ***

Included as a PDF:

August 8, 2018

Via U.S. Mail and E-mail

Superintendent Rigby

CUSD - District Office

1400 Linden Ave.

Carpinteria, CA 93013

Re: Open Letter – Context for the Attached “Memo of Understanding”

Dear Superintendent Rigby.

The attached “Memo of Understanding” (hereafter, “MOU”) contains the signatures from Ms. Moore, Mr. Saragosa, and myself. In this case, these signatures must suffice for the larger CAUSE bargaining teams’ (Certificated & Classified) endorsements of said MOU. As you are aware, some members of the Union’s teams were not available to provide signatures mid-Summer.

This MOU is significant. With it, CAUSE is pleased to have offered and provided the District an opportunity to begin the 2018-19 school year acting on the terms reached this Summer (via our tentative agreement). We believe these terms should put to rest the variety of excuses, claims of obstruction, and administrative negligence District families, Union leadership, and its members endured last year. The Union is certain that it has addressed your claims, and that you have all the authority you need to improve the performance of District administration at all levels.

The MOU contains several specific changes that will impact both school sites across the District and potentially the relationship between District leadership, District employees, and their sole representative, CAUSE. Of more specific significance, the bargaining partners enter the 2018-19 school year without many of the previously negotiated terms and well documented past practices that have reduced conflict and clarified professional expectations for the last 10 years. At your request, stating that you needed more authority and discretion to fulfill the District’s administrative and supervisory obligations, the bargaining partners have done away with much of that clarity by negotiating changes to site schedules across the District.

Several provisions that served as guardrails for the relationship between staff/faculty and administrators no longer exist. In their place, staff and faculty (represented by CAUSE) were asked to simply “trust District leadership.” In response, the Union conceded the power and authority you claimed so critical to your future success. In doing so, CAUSE leadership has

clearly demonstrated the Union's productive orientation as a constructive partner in the oversight of the CUSD.**Error! Filename not specified.**

However, our cooperation does not come without significant reservation. To this point, CAUSE leaders did everything we could to work with your Administration informally, harmoniously, and productively on issues that arose last year. Although there were times that we have had to take firm positions to discourage uninformed administrative recommendations, School Board decisions, and defend the rights and interests of our members, we are proud of our effort to discourage administrative malfeasance and negligence while in its infancy. For those who wish to challenge this characterization of our engagement, the Union can cite the progressive and constructive nature of our advocacy chapter and verse.

Unfortunately, your response has been the preservation of the District's same tired public narrative, which has been disrespectful of the Union's efforts throughout the 2017-18 school year. In the event that similar administrative violations and abuses continue to occur, CAUSE will not take the same patient and vulnerable posture it took last year. Instead, we will act promptly and formally to resolve any similar transgressions in 2018-19. We will be taking our oversight role even more seriously in the coming year, and will encourage our colleagues to be proactive when they observe any further unprofessional behaviors and/or administrative abuses.

In short, we hope you will not interpret CAUSE leadership's willingness to work with the District as an opportunity to take advantage of our good will or push for even more than what the Union has generously and voluntarily offered throughout 2017-18 and with this MOU. We remain fully prepared and committed to the advocacy of our members' interests and the critical role we play in maintaining a safe and professional environment with healthy working conditions for our colleagues, students, and their families.

Sincerely,

J. Hotchner

President * Carpinteria Association of United School Employees [C.A.U.S.E.] CFT # 2216