

This Proposal was submitted on Oct. 5, 2022, by the CAUSE (Union) Bargaining Team. It covers 3 years of contract improvements that the union has been carrying throughout the COVID pandemic, when Union leadership agreed to truncate the bargaining process to remain laser focused matters of individual employee, student, and public health.

CAUSE Counter-Proposal: Article 6 – Compensation & Benefits

Below, the CAUSE Bargaining Team has recorded the District's responses to the improvements the Union proposed.

The District took a little over an hour to explore, consider, and draw conclusions associated with the 3 years of contract improvements teachers and employees have encouraged and Union leadership continues to seek on their behalf.

The following proposal stands independent of and from other proposals that have been provided or will be provided. This proposal is not intended to serve as a comprehensive proposal for the 2022-23 bargaining cycle.

The Union will use the routine process of STRIKETHROUGHS (for language we do not support) and bolded underlines (for proposal we do support).

Specifically, regarding the CUSD's proposal (i.e. The CUSD's last best offer).

First, the Union responded to the District's last proposal by striking through unacceptable language ...

CARPINTERIA UNIFIED SCHOOL DISTRICT / CARPINTERIA ASSOCIATION OF UNITED SCHOOL EMPLOYEES Compensation and Benefits

District Proposal
August 30, 2022
12:55 P.M.

Article 6, Compensation and Benefits

Revise Article 6, Compensation and Benefits, as follows:

6.0 Wages (2018-2019 Certificated Salary Schedule)^{1} ~~The 2022-2023 Certificated Salary Schedule will be revised to reflect an increase of five percent (5%), effective July 1, 2022. Certificated unit members employed and in paid status on September 1, 2022, will receive a one-time, off-schedule payment equal to two percent (2%) of the certificated unit member's 2022-2023 base salary.~~

* * *

6.5 Teachers who are requested by their site administrator ~~or who volunteer to substitute will be compensated at the certificated unit member's per diem hourly rate, but no lower than the hourly rate in Article 6.4.~~ ~~hourly rate of pay (Twenty [20] minutes or more, up to an hour, will be paid as one hour).~~

Then, the Union provided our proposed contract improvements (below) :

Beyond the above, CAUSE proposes the following:

1.) **IN-SERVICE / PROFESSIONAL DEVELOPMENT:**

REJECTED by CUSD

a. Increase the number of paid *IN-SERVICE / PROFESSIONAL DEVELOPMENT* days on the District calendar, and increase compensation levels for District employees commensurately (i.e. approximately 1.8 % annually for two days).

Tentative Agreement maintained.

b. The Union accepts the District counter-proposal (*Formally submitted and reviewed on June 24, 2022.*) to increase the school year by at least a single date. However, we do not support either shortening the Winter Break, or do we support placing that date at the out-set of the school year, which by our understanding is the least effective approach to increasing *IN-SERVICE / PROFESSIONAL DEVELOPMENT*.

Tentative Agreement maintained.

c. Place any additional *IN-SERVICE / PROFESSIONAL DEVELOPMENT* days throughout the school year, paying close attention to how the placement of additional *IN-SERVICE / PROFESSIONAL DEVELOPMENT* days could provide District students and families opportunities to add value to student family holidays, celebrate traditions, and plan ahead with increased efficiency; consider placing *IN-SERVICE / PROFESSIONAL DEVELOPMENT* days on either Halloween, the date following Halloween, the Monday following Easter, or on a date designed to break up months where no other instructional holidays are calendared.]

Relevant Data:

- Currently, District employees are contractually required to attend a single *IN-SERVICE / PROFESSIONAL DEVELOPMENT* day within the contracted annual service year.

- Since reducing the number of CUSD's IN-SERVICE / PROFESSIONAL DEVELOPMENT days at the request of Superintendent Rigby, the single IN-SERVICE / PROFESSIONAL DEVELOPMENT day has been placed at the outset of the instructional year.
- The Union recognizes increased efficacy and value when IN-SERVICE / PROFESSIONAL DEVELOPMENT is engaged in during the instructional year and after students and teachers have had an opportunity to identify specific instructional and academic needs/skills in the teaching and learning environment.

2.) **Amendments to the Current Salary Schedule (CERTIFICATED & PRE-K):**

REJECTED by CUSD
(Unwilling to even discuss.)

- The Union proposes the removal of COLUMN 1 (CLASS I), and starting all District employees at the new COLUMN 1 (CLASS I), which is currently represented by COLUMN 2 (CLASS II).

REJECTED by CUSD
(Unwilling to even discuss.)

- The bargaining partners would develop a new COLUMN 4 (CLASS IV), based on similar incremental steps between each of the 14 years of possible STEPS (as per the CERTIFICATED Schedule).

REJECTED by CUSD
(Unwilling to even discuss.)

- The bargaining partners would develop a new COLUMN 4 (CLASS IV), based on similar incremental steps between each of the 10 years of possible STEPS. (as per the PRE-K Schedule).

- The criteria for placement on the Salary schedule would still function as it does currently. The new COLUMN 1 (CLASS I) would remain "BA+30 Approved Semester Units," and so on.

REJECTED by CUSD
(Unwilling to even discuss.)

3.) **BCLAD (Bilingual Certificate of Competency and/or TESOL) Stipend Values:**

REJECTED by CUSD;
Countered with \$2,000 Stipend

- 6.7 The District agrees to provide a ~~\$1,000~~ **\$5,000** annual stipend for those teachers who hold the BCC or BCLAD credential and are actively employed teaching within the scope of that credential.

[Rationale: The Union believes this will encourage diversity and inclusion, while also supporting the District's efforts to hire bilingual faculty for the increasing DLI needs associated with that growing program. This would also honor and recognize the talents that many of our colleagues provide on a daily basis, as they engage our Spanish speaking students and families on a deeper and more familiar basis.]

4.) **RL Values:**

REJECTED by CUSD

6.9 **Extra Pay for District-Determined Positions:** Occasionally, activities which occur beyond the school day require that teachers assume responsibility for their direction. It is not advisable to rotate their direction when the instruction is highly specialized. Compensation will be based on RL's with one RL computed by $.012957 \times$ ~~Step 1-Column 1~~ **the employee's annual (current) salary** on the Certificated Salary Schedule" (~~\$589.21~~).

No other changes to 6.9. Are proposed.

5.) **Grade Level Chair Language:**

6.9.2 ~~Grade Level Chairs (K-6, 1 per grade) shall receive 6 RLs.~~ Every spring an invitation to apply for elementary Grade Level Chairs and Middle School Department Chairs for the following year will be sent to elementary and middle school teachers. Chairperson decisions will be announced before the end of the school year.

Amended language would read as follows...

REJECTED by CUSD
(Unwilling to even discuss.)

Edit: Remove "TK-6" & add "TK-5". - Oct. 5, 2022

6.9.2 Grade Level Chairs (**TK-6, 1 per grade**) shall receive 6 RLs: **A department chairperson shall be biennially nominated in writing at the March department meeting or at any time following the regular February department meeting and before the regular March department meeting. The election shall be at the regular March or April department meeting. Except as set out in the Education Code, the term of the department chair shall be two years. The vote to select the chairperson shall be weighted by the number of periods taught in that department by each employee who works in the department. Each person shall be allotted one vote for each period he or she teaches in the department.**

[Proposed new provision] - 6.9.2.1 Grade Level chairpersons shall be paid according to the following Responsibility Level (RL) Schedule:

REJECTED by CUSD
(Unwilling to even discuss.)

- Less than full-time equivalent of three teachers in grade level - 2 RL's
- Three-four full-time equivalent teachers in grade level - 3 RL's
- Five-seven full-time equivalent teachers in grade level - 4 RL's
- Eight or more full-time equivalent teachers in grade level - 5 RL's
- Eleven or more full-time equivalent teachers in grade level - 6 RL's

- **[Proposed new provision] - 6.9.3.1:** Department Chairperson or Grade Level Chairperson resignations:

When a Department Chairperson or Grade Level Chairperson resigns from their duties before their term has expired, a new election will occur, and the newly elected Department or Grade-level Chairperson will serve to the end of the previous Chairperson's term. Compensation will be prorated to the periods of service provided by each individual.

REJECTED by CUSD
(Unwilling to even discuss.)

6.) HEALTHCARE options and language:

REJECTED by CUSD
(Unwilling to even discuss.)

- **[Proposed new provision] - 6.11.3.1 - Communications between bargaining partners and HEALTHCARE specialists:** Representatives from both the District and the Union may seek guidance, inquire, and make direct contact with the HEALTHCARE broker/s servicing the CUSD.

REJECTED by CUSD
(Unwilling to even discuss.)

6.12.6 - Medical Benefits: The District shall pay the indicated amount toward a retiree's participation in the District medical plan for seven years (7) or to age sixty-five (65), whichever occurs first. A retiree or future retiree may upon retirement advise the District whether he or she wants to continue in the District's medical plan or receive a direct payment of the indicated amount. *(What he would otherwise be entitled to under current practice. Currently the District pays a retiree the amount for a tiered plan.)* A retiree shall accept the responsibility for any tax consequences resulting from his or her election to use funds, in the event they don't use the District plan. If the indicated amount exceeds the premium, the District will pay the premium amount.

Years of Service	Yearly Amount Paid Toward Medical
20	\$3,500 \$10,000
25	\$4,000 \$ 15,000
30	Total cost at time of retirement

REJECTED by CUSD
(Unwilling to even discuss.)

- **[Proposed new provision] OPT-OUT / CASH-in-LIEU :** The District and the Union will pursue, beginning in the 2023-24 instructional year, an OPT-OUT / CASH-in-LIEU provision, associated with the District's HEALTHCARE offerings.

REJECTED by CUSD
(Unwilling to even discuss.)

REJECTED by CUSD
(Unwilling to even discuss.)

REJECTED by CUSD
(Unwilling to even discuss.)

- a. The bargaining partners will determine the total savings for the District on a per individual basis.
- b. If permissible, as based upon the permissions and limitations established by SISC, the bargaining partners will distribute the savings (determined in "a." above) to those employees who qualify and access the OPT-OUT / CAHS-in-LIEU option. This will be done by dividing (i.e. 50%/50%) said savings on a per qualifying individual basis.
- c. As per– Burnham Benefits Insurance Broker (i.e. CUSD's Healthcare Broker

Under an **eligible opt-out arrangement**, the employee's right to receive the payment is contingent on all of the following requirements being met:

- The employee must decline to enroll in the employer's health plan;
- The employee must provide reasonable evidence that the employee, as well as those whom he or she expects to claim as a personal exemption deduction on his or her tax return for the year (the employee's tax family)) have or will have other minimum essential coverage during the period to which the opt-out arrangement;
- The alternative coverage must NOT be coverage in the individual market, including the Marketplace (e.g., Covered California);
- Reasonable evidence of alternative coverage could include an attestation by the employee, or other reasonable evidence, that the employee and his tax family members will have **minimum essential coverage** (other than individual coverage);
- The employee must provide evidence of alternative coverage (or intent to enroll in alternative coverage) at least annually, and should be provided no sooner than a reasonable period before the commencement of the plan year to which the opt-out payment applies (e.g., during open enrollment). It also could be provided soon after the plan year begins, to enable the employer to confirm actual enrollment in the alternative coverage; and

An opt-out payment cannot be made if the employer has reason to know that the employee (or any member of his or her tax family) does not have (or will not have) the required alternative coverage.

Tue, Apr 27, 2021, 8:52
AM

Maureen
Fitzgerald
<mfitzgerald@cus
d.net>

Attached are documents and responses from Burnham Benefits regarding Health Benefits Opt-out and Cash-in-Lieu.

Maureen Fitzgerald

Assistant Superintendent, Business Services

Carpinteria Unified School District

1400 Linden Avenue

Carpinteria, CA 93013

805-881-2507

----- Forwarded message -----

From: **Maggie Lepore** <lepore@burnhambenefits.com>

Date: Tue, Apr 27, 2021 at 8:29 AM

Subject: RE: Cash-in-Lieu

To: mfitzgerald@cusd.net <mfitzgerald@cusd.net>

Cc: Christian Hariot <Hariot@burnhambenefits.com>

Hi Maureen,

We have confirmation that SISC allows SB districts to offer cash-in-lieu. Please note, if the good risk opts out, there is a possibility that the district will experience the plus side of the 4% swing (higher renewals). This may not be a negative overall if the district/employees are saving more in premium. Either way since every district in the county is offering opt outs, Carp is at a disadvantage by not offering opt outs. We can put an analysis together if needed. Please let me know.

Thank you,

Maggie Lepore | VP, Sr. Consultant

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From: Maggie Lepore

Sent: Monday, April 26, 2021 5:19 PM

To: 'mfitzgerald@cusd.net' <mfitzgerald@cusd.net>

Cc: Christian Hariot <Hariot@burnhambenefits.com>

Subject: Cash-in-Lieu

Hi Maureen,

Please see below and attached regarding cash-in-lieu. The IRS allows employers to give cash-in-lieu of benefits as long as the requirements listed below (in blue) are met. Also note, cash payments made in lieu of benefits are taxable. Since cash-in-lieu-of-benefits payments are taxable, they must be included in the recipient's W-2 taxable wages. Additionally, the cash-in-lieu-of-benefits amount should be a set figure that is consistently offered to all eligible employees. The attachment titled "Medical Opt Out Payments" includes a sample declination form, as requested by the committee.

As you know, SISC allows districts in Santa Barbara County to allow opt-outs. **However**, we found this statement in the SISC Health Manual regarding cash-in-lieu. "Employees may not receive any incentives to opt-out of coverage (i.e., cash in lieu of benefits)." We are checking with SISC to see if this applies to SB County districts. We will let you know asap.

In the meantime, please let us know if you have any questions or need anything further.

Under an eligible opt-out arrangement, the employee's right to receive the payment is contingent on all of the following requirements being met:

- The employee must decline to enroll in the employer's health plan;
- The employee must provide reasonable evidence that the employee, as well as those whom he or she expects to claim as a personal exemption deduction on his or her tax return for the year (the employee's tax family) have or will have other minimum essential coverage during the period to which the opt-out arrangement;
- The alternative coverage must NOT be coverage in the individual market, including the Marketplace (e.g., Covered California);
- Reasonable evidence of alternative coverage could include an attestation by the employee, or other reasonable evidence, that the employee and his tax family members will have minimum essential coverage (other than individual coverage);
- The employee must provide evidence of alternative coverage (or intent to enroll in alternative coverage) at least annually, and should be provided no sooner than a reasonable period before the commencement of the plan year to which the opt-out payment applies (e.g., during open enrollment). It also could be provided soon after the plan year begins, to enable the employer to confirm actual enrollment in the alternative coverage; and
- An opt-out payment cannot be made if the employer has reason to know that the employee (or any member of his or her tax family) does not have (or will not have) the required alternative coverage.

REJECTED by CUSD
(Unwilling to even discuss.)

7.) Employee Transportation Program:

[Proposed new provision] - If more than 15 employees register for said **Employee Transportation Program**, the CUSD will provide a single run (to and from downtown Ventura, Ca.) buss or van service to District employees. Employees are responsible for arriving no less than 5 minutes before departure from either location, so not to create any delays associated with departure and/or arrival times.

[Proposed new provision] - If more than 15 employees register for said **Employee Transportation Program**, the CUSD will provide a single run (to and from downtown Santa Barbara, Ca.) buss or van service to District employees. Employees are responsible for arriving no less than 5 minutes before departure from either location, so not to create any delays associated with departure and/or arrival times.

REJECTED by CUSD
(Unwilling to even discuss.)

8.) **6.6 Career Increments.** An additional three (3) percent of ~~“Step 1-Column 1 of the Certificated Salary Schedule”~~ **the employee’s annual (most current) salary** will be granted as a career increment for each unit member who has completed fifteen years (as of Sept. 1, 1977) for full time, successful service in Carpinteria in a position included in the unit, and who is recommended by the District for the increment. An additional three (3) percent of ~~“Step 1-Column 1 of the Certificated Salary Schedule”~~ **the employee’s annual (most current) salary** shall be granted after the end of each successive 5 full years of such service and recommendation thereafter to a maximum of 30 years.

REJECTED by CUSD:
After the District acknowledged that it had failed to maintain (keep up to date) CUSD’s employee contracts CAUSE confirmed that better language had already been bargained in 2016. The most recent agreement on Career Increments, which CUSD never even included with the actual contract article, sits in an addendum in an unrelated section of the contract.

The most current language should include:

- * Longevity step at 25 years shall be increased from 3% to 6% effective 7/1/16.
- * Longevity step at 30 years shall be increased from 3% to 6% effective 7/1/16.

REJECTED by CUSD
(Unwilling to even discuss, but for maintaining the District’s last best offer.)

9.) **Single-Year Agreement (Compensation & Benefits):**

§ 15% salary increase for the 2022-23 school year (Retro to July, 2022)

The Union is interested in discussing the possibility of a **Multi-Year Agreement (Compensation & Benefits):**

Rationale:

REJECTED by CUSD
(Unwilling to even discuss.)

§ For the purpose of (A) increasing employee retention, (B) the District’s ability to plan into the future, and (C) the bargaining partners ability to resolve their bargaining responsibilities (associated with Article 6) in years out, the Union would be willing to discuss multi-year agreement; at the District’s request.

§ A multi-year agreement would not resolve the entire collective bargaining process for years out, but it would streamline our bargaining discussions by removing a major component of each bargaining cycle, while also providing the District and CAUSE increased predictability associated with District finances.

Edit: Remove “CUSD Instructional Calendar” & replace with “CUSD / District Calendar”. - Oct. 5, 2022 @11:40 am

10.) **CUSD Instructional Calendar * 2022-23, 2023-24, 2024-25:**

- CAUSE proposes a 3 year agreement
- CAUSE proposes a Status Quo Agreement for the years cited

REJECTED by CUSD
(Unwilling to even discuss.)

REJECTED by CUSD
(Unwilling to even discuss.)