

CERTIFICATED * CAUSE Proposal
Article 6: Compensation & Benefits
(Part B)

** CERTIFICATED Bargaining Cycle 2023-24 **

Submitted: June 13, 2024

- A. The following proposal stands independent of and from other proposals that have been provided or will be provided in the future. This proposal is not intended to serve as a comprehensive Article 6: Compensation & Benefits proposal for the 2023-24 bargaining cycle.

 - B. The Union will use the routine process of STRIKETHROUGHS (ex. ~~abcd~~ - for language we do not support) and **bolded & underlined** text for proposed new language we do support.

 - C. A summary of the Union's interests (per provision) have been provided and are highlighted in yellow.
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**CARPINTERIA UNIFIED SCHOOL DISTRICT /
CARPINTERIA ASSOCIATION OF
UNITED SCHOOL EMPLOYEES LOCAL 2216
Compensation and Benefits**

District Proposals

Article 6, Compensation and Benefits

Article 6, Compensation and Benefits, proposal:

6.0 Wages.

- 2023-2024 School Year. The 2023-2024 Certificated Salary Schedule will be revised to reflect an increase of two percent (2.0%), effective July 1, 2023. Certificated unit members must be employed on the date the agreement is ratified by both parties to receive the retroactive salary payment.

(New) 6.13. Special Education Stipend.

Beginning with the 2024-2025 school year, Special Education teachers shall receive an annual stipend of \$3,000, in recognition of the specialized skills required for their roles. This stipend will be paid in equal installments over the course of the school year.

6.11 Add the following:

Beginning with the 2024-2025 plan year, the District will contribute the maximum values permissible to the individual or family/goup HSA for any eligible unit member enrolled in an HSA. 5000 health plan. All ACA and HSA rules and limits would apply. (CAUSE Note: In coordination with HSA Proposals below.)

6.0.1 - Early Retirement Bonus - 2023-24

Interest...

When considering the possibility for retirement bonuses, the District has the opportunity to seek fiscal savings based in two primary areas: 1. Salary savings realized by hiring less experienced employees & 2. HEALTHCARE savings that may arise by the retiree's impact on plan usage calculations associated with our HEALTHCARE pool. Furthermore, while the District enters an era where it is actively seeking bi-lingual educators to fulfill open and pending positions in the DLI program, it would allow the CUSD to hire said bi-lingual teachers, without having to either layoff or release high-quality and high-performing teachers from the District, simply to open up positions for bi-lingual teachers it may or may not be able to recruit. The District is not permitted to LAYOFF tenured teachers solely on the basis of their language proficiency, and early retirement bonuses would provide an opportunity to facilitate openings in a contractually acceptable and legal manner.

I. **The Union proposes retirement bonuses for any teacher who has worked more than 20 years with the CUSD.**

(A) a CERTIFICATED employee who has worked at least 20 years with the CUSD is eligible for a \$10,000 retirement bonus

(B) a CERTIFICATED employee who has worked at least 25 years with the CUSD is eligible for a \$15,000 retirement bonus

(C) a CERTIFICATED employee who has worked at least 30 years with the CUSD is eligible for a \$20,000 retirement bonus

6.0 .2 - Wage / Salary Schedule * Single or Multi Year Increase

II. **The Union proposes either:**

(A) a single year wage increase agreement, or...

(B) a multi-year wage increase agreement.

(A) Single-Year WAGE INCREASE Agreement:

Interest...

When considering (A) that the Cost of Living in SB County is approximately 60% higher than the rest of the country and 21% higher than the rest of California(as per the The *Economic Research Institute* - <https://www.eri.com/>) & (B) that the current Cost of Living regionally has increased another 5% on top of the approximately 15% in the previous year, the Union proposes a moderate salary increase for District CERTIFICATED staff. The Union proposes this increase in hopes of bringing CERTIFICATED wages up to more competitive and realistic values, when compared to the cost of living regionally.

Single-Year Wage Increase Agreement (Article 6: Compensation & Benefits):

- **13% , 10% 6% increase to CERTIFICATED Salary Schedules for the 2023-24 school year (Retro to July, 2023)**

(B) Multi-Year WAGE INCREASE (Compensation & Benefits):

Interest...

When considering (A) that the Cost of Living in SB County is approximately 60% higher than the rest of the country and 21% higher than the rest of California(as per the The *Economic Research Institute* - <https://www.eri.com/>) & (B) that the current Cost of Living regionally has increased another 5% on top of the approximately 15% in the previous year, the Union proposes a moderate salary increase for District support staff. The Union proposes this increase in hopes of bringing CLASSIFIED wages up to more competitive and realistic values, when compared to the cost of living regionally.

For the period of three years, the Union proposes a multi-year agreement that would consistently ensure that CLASSIFIED wages increase at a higher-rate than the Cost of Living, since current CUSD wages are well below the current Cost of Living. This would ensure increased economic stability for District support staff and promote an upward trend towards more competitive CLASSIFIED wage values in years out; when compared to surrounding Districts in the region.

Multi-Year Agreement (Compensation & Benefits):

- **For the 2023-24 school year, the District will increase CERTIFICATED Salary Schedules by 10% 9% 6% for the 2023-24 school year (Retro to July 1, 2023)**
- **For the 2024-25 school year, the District may select between either OPTION #1 (below) or OPTION #2 (below) for the purpose of reaching a multi-year agreement:**

OPTION # 1 - The District will increase CERTIFICATED Salary Schedules by 9% 8% 6% for the 2024-25 school year (Effective July 1, 2024)

...or...

OPTION # 2 - CONTINGENCY FORMULA: The District will increase the CERTIFICATED Salary Schedules by a percentage increase of property taxes revenues for the 2024-25 School year. Effective July 1, 2024, 86 % of the District's Property Tax Revenues will be applied to CLASSIFIED & CERTIFICATED Salary Schedules.

[Ex. a. If the District receives \$1,000,000 in property tax revenue

s for the 24-25 school year, CUSD will apply an \$860,000 increase to CLASSIFIED & CERTIFICATED Salary Schedules; effective July 2024.

EX. b. If the District receives 7.41% in property tax revenues for the 24-25 school year, CUSD will apply a 6.37 % increase to CLASSIFIED & CERTIFICATED Salary Schedules; effective July 2024.]

RATIONALE for CONTINGENCY FORMULA :

- (A) increasing employee retention
- (B) increase District employees ability to plan into the future
- (C) increase the District's ability to plan into the future, and...
- (D) Ensure that future salary increases are directly tied to actual revenues
- (E) Tie salary increases to actual revenues in years out
- (F) Resolve often challenging bargaining responsibilities for years out, with possibility of reopening bargaining only by joint agreement

II. In the event of a multi-year agreement, bargaining Article 6: Compensation & Benefits may only be re-opened by joint agreement of the bargaining partners.

Proposed Alternative methods for increasing the Salary Schedule (CERTIFICATED & PRE-K):

Interest...

To use the analogy of a MENU, the Union believes a variety of methods could be used to increase employee salaries. Below, are an assortment of the options that could be applied in combination with percentage salary increases; so as to reach a salary increase of similar value to the options provided above.

When considering (A) that the Cost of Living in SB County is approximately 60% higher than the rest of the country and 21% higher than the rest of California(as per the The *Economic Research Institute* - <https://www.eri.com/>) & (B) that the current Cost of Living regionally has increased another 5% on top of the approximately 15% in the previous year, the Union proposes a moderate salary increase for District support staff. The Union proposes this increase in hopes of bringing CLASSIFIED wages up to more competitive and realistic values, when compared to the cost of living regionally.

- 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).
- 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*).
- 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”.

Employee access to HEALTHCARE benefit earnings:

Interest...

The Union proposes increasing access to compensation associated with the employee HEALTHCARE benefit earnings. Currently, employees may earn up to \$18,000 worth of HEALTHCARE benefits without receiving either plan membership or any of the money (dollar value) they have earned. Equitable and improved access to employee HEALTHCARE benefit earnings could either (A) include providing part-time employees (i.e. *who can not afford to buy into the HEALTHCARE plan*) the prorated dollar value of the healthcare benefits they have earned, or (B) placing the prorated value of these benefits into an HSA account for CLASSIFIED employees.

Such a program would ensure that those who earn a significant portion of their compensation in the form of CUSD HEALTHCARE benefits, are not forced to 'walk-away' from their earnings because they can't afford to purchase the remainder of the District's HEALTHCARE package. [NOTE: In such cases, CUSD currently keeps these employees' earnings.]

611.6 - Medical Benefits * Health Care Savings Account [HSA]:

The District will adjust the plan design of the HSA associated with the low premium healthcare option (*negotiated last year, 22-23*), to include:

- **The HSA options will be transferable.**
- **The District will contribute the prorated portion of the employee's HEALTHCARE benefit earnings into the employee's HSA savings account; up to the maximum allowable contribution for each eligible employee who purchases the low premium plan.**
- **The District's maximum allowable contribution (to the HSA) will be based on whether the employee has a personal plan or a family plan.**
- **The HSA plan selected will include an option to roll the HSA into an IRA upon retirement.**
- **The low premium plan will be compatible with the requirements of the ACA.**
- **The Union & District will remove the least utilized plan option, to replace said option w/ a plan option that better articulates w/the advantages associated with the HSA. The Union and District will proactively discuss this modifications at the first CUSD/CAUSE HEALTHCARE Committee meeting of the 24-25 school-year, which is scheduled to be held in September, 2024.**

- **6.11.6.1 - The District will include all routine details clarifying the low premium (w/HSA) plan in the District's "Annual CUSD Employee Benefits Guide."**

- **6.11.6.2 - The District’s “Annual CUSD Employee Benefits Guide” will be provided to District employees at the outset of the annual OPEN ENROLLMENT period or upon hiring, whichever comes first.**
- **6.11.6.3 - If the District fails to provide and notify (as cited above) District employees of the low premium (w/HSA) plan option, the District will provide each employee who did not receive fully funded access to another District plan, the full value of their healthcare earnings in the form of a bonus, paid monthly; beginning on the first day the annual OPEN ENROLLMENT period closes.**

Healthcare Committee transparency, collaboration, and well-informed decision making:

Interest...

By maintaining open channels of communication with our external agency partners, the District benefits from bringing broad experiences, insights, and knowledge to bear upon the professional matters before us. The CUSD should not be afraid, threatened, or provoked by the talents, experience, and capacity of its bargaining partner, which also has an interest in seeing that opportunities and efficiencies are capitalized upon, so as to better serve District students, families, and the community.

6.12 - Communications between bargaining partners and HEALTHCARE specialists: Representatives from both the District and the Union may seek guidance, inquire with, and make direct contact with the HEALTHCARE broker/s servicing the CUSD.

6.12.1 - The District will not act to restrict or filter information relevant to robust collective bargaining conversations.

6.8 - IN-SERVICE / PROFESSIONAL DEVELOPMENT:

Interests / Relevant Data...

CAUSE believes that both employees and students would benefit from increased & meaningful professional development. (e.g. an additional day at the start of the school year, to provide ALL District employees in CPR & FIRST AID training). The Union recognizes increased efficacy and value when IN-SERVICE / PROFESSIONAL DEVELOPMENT is provided during the instructional year and after students and teachers have had an opportunity to identify specific instructional and academic needs/skills, in the context of that year's teaching and learning environment.

Currently, District employees are contractually required to attend two (2) IN-SERVICE / PROFESSIONAL DEVELOPMENT days 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 two IN-SERVICE / PROFESSIONAL DEVELOPMENT days have been placed at the outset of the instructional year. The total number of N-SERVICE / PROFESSIONAL DEVELOPMENT days was increased to two (2) from one (1) after bargaining agreements reached in 2022-23.

6.8.1 - Increase the number of paid *IN-SERVICE / PROFESSIONAL DEVELOPMENT* days by one (1) on the District calendar, and increase compensation levels for District employees commensurately (i.e. approximately 0.9 % annually for one day).

6.8.2 - Increasing the length of the work year by one day will not be achieved by either shortening the Winter Break, the Thanksgiving Break, or the Spring Break.

6.8.3 - Although the increase could be achieved by placing the date at the out-set or end of the school year, the Bargaining partners will work to find a date that falls between October & March, to maximize the efficacy of said IN-SERVICE / PROFESSIONAL DEVELOPMENT.

6.8.4 - The bargaining partners will pay 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.]

BILINGUAL Service Stipend Values:

Interest...

In coordination with the SPED Stipends being proposed, the Union proposes increasing BILINGUAL SERVICE stipends and/or salary enhancements to better reflect the value of these services provided by District faculty. Such stipends are intended to attract employees and promote the use of unique talents by increasing compensation for said services in the form of higher stipend values. The Union believes this will encourage diversity and inclusion, while also supporting the District's efforts to hire bilingual faculty for the increasing needs associated with that growing DLI program.

6.7 - The District agrees to provide a ~~\$3,000~~ **\$4,000** annual stipend for those teachers who (A) hold the ~~BCC or BCLAD credential~~ **BCC, BCLAD credential, or similar Bi-Lingual qualifications as demonstrated by a jointly accepted language proficiency exam**, and (B) are actively employed teaching within the scope of bi-lingual service.

6.7.1 - Faculty who work more than 30% of their instructional day or counseling hours using a second language are eligible for the annual Bilingual Stipend.

6..7.2 - The current examination is attached to the CERTIFICATED CBA, as "Appendix ????", and will contain the specific documents and requirements associated with said examination.

Lab/Internship Period - Stipend:

Interest...

The maintenance of the CHS Science Labs is an extraordinary responsibility. Currently, the CHS Science teachers have seen a variety of compensation approaches to this extra-contractual service, which have resulted in varying quality of services provided, and have impacted CHS Science classes in similarly varying way.

The most effective method for resolving this extra-contractual work-load, would be to ensure that a Science Department faculty member provide this service during a single prep-period devoted to the purpose of maintaining the CHS Science labs. Such a faculty member would be familiar with both the variety of science curriculum, instructional materials, lab resources, & Science department members using the lab space. This approach would ensure that all necessary safety, instructional, and organizational considerations are accounted for on a daily basis; subsequently, properly supporting the students and faculty in the CHS Science program.

6.13 - **Lab/Internship Period - Stipend:** The District will provide a CHS faculty member (whenever possible, a member of the CHS Science Department) either a **6th Period Stipend**, or an **additional Prep-Period**, for the purpose of maintaining the CHS Science labs.

6.13.1 - If an **Additional Prep-Period**, said faculty member will be assigned the additional prep-period during the workday, at either the first or last period of the instructional day; to ensure that said responsibilities may be resolved in absence of ongoing instruction.

6.13.2 - If a **6th Period Stipend**, every effort will be made to assign the faculty member the additional period during the workday, at either the first or last period of the instructional day; to ensure that said responsibilities may be resolved in absence of ongoing instruction. If that is not possible, the assignment will be scheduled either immediately before or after the Instructional day, at the discretion of the participating faculty member.

6.13.3 - After the initial workload description has been established by the bargaining partners, it will serve as the template for future years expectations.

6.13.3.1 - At the outset of each school year, the duties contained in the workload description for the stipend position will be reviewed by the CHS Science Department and Site-Principal, to ensure that the workload and expectations are clear and reasonable. At that time, through joint agreement, the workload expectations can be modified, to reflect the changing needs of the department.

6.13.3.2 - The Union will not be required to renegotiate these duties on an annual basis. However, when disagreements about reductions and/or increases to the workload expectations are unresolvable at the Site-level, the bargaining partners will revisit and renegotiate said workload expectations to resolve said disagreements.

RL Values:

Interest...

The Union recognizes that the contract currently contains several positions that no longer exist or exist under different titles/names/ We also recognize that new programs exist, which are no longer reflected in the contract. Although this could be considered a matter of simple contract maintenance, Union Leadership also recognizes the need to update current compensation values associated with RL's and the positions & roles associated with said RL values.

The Union's ultimate interest is to see these positions and roles consistently staffed with talented and energetic professionals, who have a specialty in the areas they serve. Department Chair, Grade Level Chair, & Co-Curricular assignments are critical to ensuring that site, department, and grade-level decision-making is well informed and sustainable. We recognize that this requires compensation levels that are relevant to the professional investment made by District CERTIFICATED personnel.

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 $.012957 \times \text{"Step 1-Column 1 Step 2 -Column 1"}$ of the Certificated Salary Schedule" (\$589.21).

6.9.1 Department chairpersons shall be paid according to the following Responsibility Level (RL) Schedule.

Less than full-time equivalent of three teachers in Dept.	2	3
Three-four full-time equivalent teachers	3	4
Five-seven full-time equivalent teachers	4	5
Eight or more full-time equivalent teachers	5	6
Eleven or more full-time equivalent teachers	6	7

Secondary Level DEPARTMENT CHAIR Positions:

Language Arts	Science	Applied, Fine , and Performing Arts
PE and Health	Special Education	<u>Applied Arts</u>
Math	Social Science	ESL/ <u>ELL</u>
Business and Home Economics	Foreign Language	

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.

6.9.4 Athletics

Sport	Level	Slot	R.L.
Asst. A.D.	All	1	7.0 9.0
Athletic Director	All	1	10.0 12.0

Grade Level Chair Positions:

6.9.2 ~~Grade Level Chairs (K-6, 1 per grade) shall receive 6 R.Ls.~~ 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...

6.9.2 Grade Level Chairs (TK-6, 1 per grade) shall receive 6 R.Ls: **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.**

6.9.2.1 Grade Level chairpersons shall be paid according to the following Responsibility Level (RL) Schedule:

<u>Less than full-time equivalent of three teachers in Dept.</u>	<u>3</u>
<u>Three-four full-time equivalent teachers</u>	<u>4</u>
<u>Five-seven full-time equivalent teachers</u>	<u>5</u>
<u>Eight or more full-time equivalent teachers</u>	<u>6</u>
<u>Eleven or more full-time equivalent teachers</u>	<u>7</u>

6.9.6 Co-Curricular Assignments:

Assignment	Slots	R. L.
ASB Advisor (High School)	1	10.0 12.0
ASB Advisor (CMS)	1	5.0-7
Computer Specialist (CHS)	1	10.0
<u>Computer Specialist (CMS)</u>	<u>1</u>	<u>7.0</u>
Ag Advisor	2	5.0-7.0
Dance Show Director & Choreographer	1	4.0
<u>Cheer</u>	<u>3-4</u>	<u>14.0 8.0</u>
Dance Show Producer & Music Director	1	4.0
<u>Performing Arts</u>	<u>2</u>	<u>4.0</u>
<u>Mock Trial</u>	<u>2</u>	<u>4.0</u>
Forensics	1	3.0
Dance Show Director & Choreographer	1	4.0
Music (Band & Orchestra) <u>(CMS)</u>	1	2.0
Music (Band & Orchestra) <u>(CHS)</u>	1	2.0
Music (Band & Orchestra) <u>(Elementary)</u>	1	2.0
<u>Yearbook Advisor(CHS)</u>	<u>1</u>	<u>4.0</u>

<u>Yearbook Advisor(CMS)</u>	<u>1</u>	<u>2.0</u>
Drill Team Advisor	1	2.0
Computer Specialist (Elementary/Continuation)		2.0 - 3.0
Site Website Specialist (Elementary)		3.0
Site Website Specialist (Secondary)	4.0	
Other Assignments Specifically Authorized by the Board		1.0 - 4.0