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PERB CASE NO. SA-IM-3428-E  
 FACTFINDER CASE NO. 17-09-10FF  
 File No. 17-04

FACTFINDING PROCEEDINGS PURSUANT TO  
 THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

WILLIAMS UNIFIED SCHOOL DISTRICT  
 and  
 WILLIAMS TEACHERS ASSOCIATION, CTA, NEA  
 2017-2018 Contract Year Collective Bargaining Impasse

NEUTRAL FACTFINDER  
 PANEL CHAIR  
 RECOMMENDATIONS

October 24, 2017

FACTFINDING PANEL

Factfinder for the Union:

Catherin McGuigan  
 Union Staff  
 California Teachers  
 Association, NEA

Factfinder for the Employer:

Ronald Bennett  
 Chief Executive Officer  
 School Services of  
 California, Inc.

Neutral Factfinder Panel Chair:

Renée Mayne  
 Arbitrator, Mediator

APPEARANCES

For the Union:

Tamara Conry, Union Staff  
 California Teachers Association, NEA

Laura Schultz, Union Staff  
 California Teachers Association, NEA

For the Employer:

John Gray, President  
 School Services of California, Inc.

Mary Hernández, Attorney  
 Garcia Hernández Sawhney, LLP

## INTRODUCTION

This factfinding arose due to an impasse in collective bargaining under the State of California Educational Employment Relations Act (EERA, Government Code §3548.2) between the Williams Teachers Association, CTA, NEA (Union) and the Williams Unified School District (Employer, District, Williams USD).

Under the procedures of the California Public Employment Relations Board (PERB), Renée Mayne was selected by PERB to serve as the Neutral Factfinder Panel Chair. The parties agreed all procedural requirements of the impasse had been met, and the impasse was properly before the Factfinding Panel to issue a recommendation to resolve and settle the collective bargaining impasse for the 2017-2018 contract year. (Union Tab 2; Employer Tab 3)

The factfinding hearing was held on October 10, 2017, at the Williams Unified School District Office, 499 Marguerite Street, Williams, California. The parties had full opportunity to present and submit relevant exhibits and evidence, and to discuss and argue the issues in dispute. The factfinding record was officially closed on October 17, 2017, and the dispute was deemed submitted for the Factfinding Panel's review and recommendations.

## ISSUES AT IMPASSE

According to the Union's filing for impasse with PERB, the parties were at impasse in negotiations for 2017-2018 contract-year proposals in the following articles in the collective bargaining agreement: *Article II - Salaries, Extra Duty Pay Schedule; Article III - Fringe Benefits; Article IV – Hours and Length of Workdays, Class Advisor, and Minimum Mondays.* (Union Tab 1; Employer Tab 3)

## GOVERNING STATUTE

The Educational Employee Relations Act Government Code §3548.2(b) sets forth the criteria to be used in the factfinding process.

In arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all the following criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the public school employer.
- (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
- (5) The consumer price index for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received.
- (7) Any other facts, not confined to those specified in paragraphs (1) to (6), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

## FACTUAL BACKGROUND

The District and Union had a three-year collective bargaining agreement (Agreement) that would expire on June 30, 2017. The parties commenced successor negotiations on November 1, 2016, and over the course of six (6) negotiation sessions reached one verbal agreement: duration of a one (1) year agreement. The Union filed for impasse with PERB on June 5, 2017, and the parties were certified to impasse by PERB on June 9, 2017. The parties were certified to factfinding by a State Mediator on August 28, 2017. (Union Tab 1, Employer Tab 4) The issues that remain at impasse from successor negotiations for the 2017-2018 contract year are in *Article II - Salaries, and Extra Duty Pay Schedule; Article III - Fringe Benefits; Article IV – Hours and Length of Workdays, Class Advisor, and Minimum Mondays.*

## *SALARY COST*

The District stated 1% of salary is \$60,407. (Employer Tab 6) The Union provided information from the California Department of Labor that 1% is \$62,243. (Union Tab 10-39) The parties agreed the cost of calculating salary is based upon 72 full time equivalent positions (FTE).

## *ARTICLE II SALARIES*

The Union's last salary proposal prior to impasse was a 6% (six percent) increase to the salary schedule. The District's last proposal was 0% (zero percent). The District rejected the Union's last offer of 6%, and the District did not make an inability to pay argument. (Union Tab 13, Employer Tab 7)

## *ARTICLE III FRINGE BENEFITS - HEALTH INSURANCE PREMIUMS CONTRIBUTION*

The Union's last proposal was to increase the District's maximum contribution to health insurance premiums from \$711.00 (seven hundred and eleven dollars) per month to \$900.00 (nine hundred dollars) per month. The District rejected this proposal and did not make an inability to pay argument. (Union Tab 13, Employer Tab 8)

## *ARTICLE IV HOURS AND LENGTH OF WORKDAYS<sup>1</sup>*

### *ARTICLE IV SUBSECTION A.1.*

UNION PROPOSAL: In Subsection A.1. the Union proposed to delete "Class Advisor" as employees' duties that extend beyond the work day.

DISTRICT PROPOSAL: The District rejected the Union's proposed change to Subsection A.1. and proposed to delete "Class Advisor" from Appendix B-1, Extra Duty Stipend Schedule.

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<sup>1</sup> See Current Contract Language on page 7 of this Factfinding Report.

*ARTICLE IV SUBSECTION A.3.*

UNION PROPOSAL: In Subsection A.3. the Union proposed to delete “In-Service Sessions” as employees’ duties that extend beyond the work day.

DISTRICT PROPOSAL: The District proposed in Subsection A.3. to replace “In-Service Sessions” with “Professional Development”.

*ARTICLE IV SUBSECTION A.8.b.*

UNION PROPOSAL: In Subsection A.8.b. the Union proposed to modify the contract language:

- b. the intervening weeks will alternate between teacher choice (in which necessary meeting topics/use of time for collaboration will be determined by the teachers), and grade level/content collaboration, lasting as long as the teacher or grade level coordinator feels is necessary to accomplish the tasks;

DISTRICT PROPOSAL: In Subsection A.8.b. the District proposed to modify the contract language:

- a. the intervening weeks will alternate between teacher choice (in which necessary meeting topics/use of time for collaboration will be determined by the teachers who will submit agendas/minutes), and grade level/content collaboration, (Agendas/minutes will be submitted by grade level teams or content leads on early release days) lasting as long as the teacher or grade level coordinator feels is necessary to accomplish the tasks;

*ARTICLE IV SUBSECTION A.8.d.*

UNION PROPOSAL: In Subsection A.8.d. the Union proposed to modify the contract language:

- d. the District and Site Administrators will not schedule professional development mandatory trainings or non-emergency meetings extending beyond the end of the instructional day on any other day of the week; and

DISTRICT PROPOSAL: In Subsection A.8.d. the District proposed to modify the contract language:

- d. the District and Site Administrators will not schedule professional development beyond contract hours without compensation beyond contract hours. This does not pertain to scheduled professional development during regular contract hours; and

*ARTICLE IV SECTION C.*

UNION PROPOSAL: In Section C. the Union proposed to modify the contract language:

- C. Employees may be called upon during their preparation period to assist or provide coverage for emergency situations, student conferences, and parent conferences. However, the use of preparation periods for substituting shall be discouraged. TK-6 employees called to substitute in classes for another teacher during preparatory time, or take on additional students from separated classrooms, shall be compensated for 1.5 hours per day at teacher's hourly rate of pay, or the teacher can choose to receive compensation time of 1.5 hours per day. TK-6 teachers may be requested, but are not obligated (unless all other options have been exhausted), to take on additional students from separated classrooms, or to substitute during prep times in their work day.

DISTRICT COUNTER PROPOSAL: The District proposed maintaining status quo.

*ARTICLE IV SECTION D.*

UNION PROPOSAL: In Section D. the Union proposed to modify the contract language:

- D. 7-12 employees called upon to substitute for other teachers during their preparatory time, including PLUS period, shall be compensated for ~~1.5 hours per day~~ at the teacher's hourly rate of pay, or the teacher can choose to receive compensation time for 1.5 hours per day. 7-12 teachers may be requested, but are not obligated (unless all other options have been exhausted), to substitute during their prep period.

DISTRICT PROPOSAL: In Section D. the District proposed to modify the contract language:

- D. 7-12 employees called upon to substitute for other teachers during their preparatory time, including PLUS period, shall be compensated minute for minute ~~for 1.5 hours per day at the teacher's hourly rate of pay, or receive compensation time for 1.5 hours per day~~. 7-12 teachers may be requested, but are not obligated (unless all other options have been exhausted), to substitute during their prep period.

*ARTICLE IV HOURS AND LENGTH OF WORKDAYS – Current Contract Language*

A. The work day shall be 7.5 hours which includes a 30 minute duty free lunch. An employee's hourly rate of pay shall be based on the employee's daily rate of pay divided by 7 hours. It is recognized that the employees' duties and responsibilities continue beyond the school day. Examples of duties for which employees may be responsible include but are not limited to the following:

1. Club and Class Advisor
2. Student Supervision, such as Field Trips, up to three (3) at-home athletic events and/or dances of the employee's school (not counting class advising responsibility).
3. In-Service Sessions
4. Faculty Meeting
5. Parent Conferences
6. Open House/Back to School Night
7. Graduation
8. Special Occasion Programs (e.g., Christmas Program)-

The school principal will make every effort to distribute the above activities equally. Every Monday will be an early release day. Commencing at 2:30 pm, the following will occur:

- a. every other week will be District/Site directed, not less than one hour, and not lasting past 4:00;
- b. the intervening weeks will alternate between teacher choice and grade level/content collaboration, lasting as long as the teacher or grade level coordinator feel is necessary to accomplish the necessary tasks;
- c. at the Elementary Level the week trimester grades are due will always be a teacher choice schedule for the purpose of working on grading and entering grades;
- d. the District and Site Administrators will not schedule mandatory trainings or non-emergency meetings any other day of the week; and
- e. early release Mondays will be evaluated by all staff and administration in the Spring of each year, for the purpose of making improvements for the following year.

B. Prior to leaving the campus at the end of the workday, the bargaining unit employee shall fulfill his/her professional duties and responsibilities. It is understood that this includes meeting with parents and/or students after school whenever a request for such a meeting is made, or if a prior commitment has been made, arranging with the parent/student prior to leaving campus to meet at another time. For purposes of insuring that last-minute communications are conveyed and received, the District agrees to place communication in the

employee's box in the school office and the employee agrees to check the box after the last class prior to leaving campus at the end of the day or to arrange with the office staff for delivery of such late messages elsewhere.

- C. Employees may be called upon during their preparation period to assist or provide coverage for emergency situations, student conferences, and parent conferences. However, the use of preparation periods for substituting shall be discouraged. TK-6 employees called to substitute in classes for another teacher during preparatory time shall be compensated for 1.5 hours per day at teacher's hourly rate of pay, or receive compensation time of 1.5 hours per day. TK-6 teachers may be requested, but are not obligated (unless all other options have been exhausted), to take on additional students from separated classrooms, or to substitute during prep times in their work day.
- D. 7-12 employees called upon to substitute for other teachers during their preparatory time, shall be compensated for 1.5 hours per day at the teacher's hourly rate of pay, or receive compensation time for 1.5 hours per day. 7-12 teachers may be requested, but are not obligated (unless all other options have been exhausted), to substitute during their prep period.
- E. The right to receive compensation time only applies to teachers with an assigned class. Accumulation in a year for compensation time shall not exceed 28 hours or 4 days. Carryover of compensation time from year to year shall not exceed 7 days, and any time remaining over 7 days will be cashed out each June 30th.
- F. Full-time High School teachers shall have not more than thirty-five (35) teaching and preparation periods per week, five (5) of which will be set aside exclusively for preparation, planning and conferencing.
- G. All certificated employees shall be encouraged and assisted by the Board and Superintendent in pursuing in-service education and classroom visitations to the extent that they may be allowed such time during the school year to attend conferences, visitations and meetings to improve their teaching abilities.
- H. The current Memorandum of Understanding regarding Block Schedule, shall remain applicable and be followed through the current Contract term.

## POSITION OF THE UNION

The Union's position is that the Williams Unified School District has lost qualified teachers because the District's salary schedule and health insurance premium contributions are significantly below the comparable labor market, and the District cannot effectively recruit due to its low market ranking. The Union provided information to prove the District had a pattern of ending budget balances to pay for increased salaries and benefits. (Union Tab 10)

The Union proposed contract language changes in Article IV *Hours and Length of Workdays* Subsections A.1., A.3, A.8.b., A.8.d., and Sections C. and D. All of these proposals are at impasse. Class Advisor duties and pay are particularly important issues for the Union, because the parties had negotiated a Class Advisor stipend but hadn't identified the compensable duties. Then the District proposed to end the stipend due to confusion about the intent of the language and its potential cost.

### *SALARY AND HEALTH INSURANCE CONTRIBUTIONS*

The Union's last offer to the District was 6% effective July 1, 2017. The Union provided market data to support its salary offer. The Union's comparable labor market school districts for Williams are: Colusa Unified, Live Oak Unified, Marysville Unified, Pierce Joint Unified, Wheatland Elementary, and Yuba City Unified. The Union's position is that these comparable districts show Williams is below market in salary, and in total compensation when including salary plus health insurance premium contributions. For salary only in the Union's survey, Williams' variance from the average for each of the teacher ranks ranged from +\$280 to -\$2,824. For salary and health insurance premiums contributions, the variance from the average ranged from -\$2,554 to -\$5,400. The data for career earnings for 15-, 20-, 25- and 30-year teachers showed the variance from the average as 15 years -\$26,827, 20 years -\$27,870, 25 years -\$34,010, and 30 years -\$33,853. (Union Tab 11) The Union also showed 2015-2016 Ed Data that

indicated Williams USD was more than \$10,000 behind the state average for teacher salaries that year. (Union Tab 5)

The Union provided the Panel a 2017-2018 total compensation survey of the District's labor market survey districts. That survey, for salary and health insurance premium contributions, showed the District was below the average and median for entry level teachers at BA+30 Step 1+H&W (-\$478, 10<sup>th</sup> of 17), and above the average and median for BA+45 Step 5+H&W (+\$1,338, 7<sup>th</sup> of 17); BA+60 Step 10+H&W (\$1,154, 8<sup>th</sup> of 10); BA+75 Step 12+H&W (+\$2,271, 7<sup>th</sup> of 17) and Maximum Earnable +MA+Stipend+H&W (+\$4,171, 7<sup>th</sup> of 17). (Email dated October 16, 2017)

The Union asserted the District had a challenge recruiting credentialed teachers, and that the District had hired six teachers who do not possess a full teaching credential. The Union provided information to show this is the highest ratio of not fully credentialed teachers in the Union's labor market survey. (Email dated October 16, 2017) The Union said this occurred because of the District's low rank in the comparable market, that its rural location is a distant commute for many teachers, and the emerging labor market shortage of highly qualified teachers. The Union said failing to recruit and retain credentialed teachers affects the quality of education for students.

To further support the Union's position on higher salaries for stronger recruitment and retention, it provided the District's Local Control and Accountability Plan Summary for 2017-2020 to show that Goal Area 4, Section 5.1 states: "Recruit, hire and retain a diverse group of highly qualified teachers who are skilled in closing the achievement gap and in creating an enriched, rigorous 21<sup>st</sup> century learning environment." (Union Tab 6, p.63)

The Union also provided a January 2017 article, "Local Schools Feeling the Effects of the California Teacher Shortage". In that article, a Learning Policy Institute survey was referenced, which indicated more than 100,000 teachers will be retiring. (Union Tab 5)

The Union asserted the District has the ability to pay the Union's salary proposal for 6% and its health insurance proposal to increase the District's contribution to health insurance premiums to \$900.00 per month. The Union showed that District LCFF revenues steadily increased 83.13% since 2012-2013, equaling \$5.9 million. (Union Tab 10) The Panel Member representing the Union said the District could amend its budget to fund a teacher salary increase.

The Union said the District's reserves are excessive. The Union's data showed the District held 25.55% in reserve, when the District is only required to have 3% in reserves. The Union also said the District's outgo in its transfer to other funds was excessive. The Union's position is that, "Under no circumstances is it excusable for a district to maintain a reserve level as excessive as the amounts built up by this district." (Union Tab 10, p.10-3)

#### *ARTICLE IV HOURS AND LENGTH OF WORKDAYS*

Union discussion during the factfinding hearing was primarily focused on its issues with the District's interpretation and implementation of the previous agreement for Class Advisor. The Union submitted data and information in writing, and its rationale for its position on the issues at impasse in this Article. The Union's Article IV proposals are on pages 4, 5 and 6 of this Factfinding Report.

## POSITION OF THE DISTRICT

The District rejected the Union's salary offer for 6% for the 2017-2018 year, and the Union's health insurance premiums contribution offer, because it said its comparable labor market salary and benefits survey indicated that the District was highly competitive.

The District showed that its CalSTRS<sup>2</sup> pension contribution increased and will continue to increase through 2020-2021. The 2017-2018 employer rate is 14.43%, increased from 12.25% in 2016-2017, and will increase in 2018-2019 to 16.28%. The District said due to the increased employer contribution rates, the District will incur an additional cost of \$453,616 for the three-year period covering 2017-2018 through 2020-2021. (Employer Tab 6-11)

The District showed how its adopted 2017-2018 budget would experience an ongoing \$422,849 structural deficit over three fiscal years if it agreed to the Union's salary and health insurance premium proposal. (Employer Tab 6-12).

### *SALARY AND HEALTH INSURANCE PREMIUM CONTRIBUTIONS*

The District's last salary offer to the Union was zero for the 2017-2018 contract year, and the District's last offer to increase its contributions to health insurance premiums was also zero. The District showed its teacher salary settlements from 2013 to 2017 had exceeded the Consumer Price Index: 10.59% versus 7.70%. (Employer Tab 6-2) The District also showed how ongoing salary increases exceeded the state funded cost of living adjustment: 10.59% versus 3.44%. (Employer Tab 6-3) The District stated that many of the teachers at Williams USD receive 1.58% annual step and column salary increases. (Employer Tab 6-4)

The District described how almost its entire budget is governed by the Local Control Funding Formula and the Local Control and Accountability Plan<sup>3</sup>. (Employer Tabs 6-5 and 6-6) The District showed how it spends a greater percentage of its budget on teacher salaries than the

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<sup>2</sup> California State Teachers Retirement System

<sup>3</sup> Annual state-mandated local implementation plan of LCFF funds.

District's comparative group average, 42.87% versus 40.88%. (Employer Tab 6-9) The District also showed that it spends 58.99% on classroom salaries, exceeding the state requirement of 55%. (Employer Tab 6-10)

The District asserted that teacher compensation is a high priority for the District, and that its rank in the comparable labor market shows that. The District's comparable labor market of unified school districts for Williams are: Biggs, Colusa, Durham, Esparto, Gridley, Hamilton, Kelseyville, Konocti, Lakeport, Maxwell, Middletown, Orland Joint, Paradise, Pierce Joint, Willows, and Winters Joint. (Employer Tab 1) The District's position is that these comparable districts show that Williams is at or above market in salary. For salary only in the District's study, Williams ranked above the average for the teacher ranks it surveyed. For BA+30 Step 1 Williams ranked 5<sup>th</sup> of 17 comparable districts, for BA+60 Step 10 ranked 2<sup>nd</sup> of 17, and for maximum teacher salary, it ranked 3<sup>rd</sup> of 17 with BA+75 +CRED or CLAD ranked. The data for career earnings for 10-, 20-, and 25-year teachers showed Williams ranked 2<sup>nd</sup> of 17 for 10-year teachers, and 3<sup>rd</sup> of 17 for 20- and 25-year teachers. (Employer Tab 7-13)

For the District's survey of its comparable school districts, for total compensation comprised of salary plus health insurance premium contributions, the District said it is competitive. The District stated increasing health insurance premium contributions to \$900 per month would cost \$127,140 annually. (Employer Tab 8). The District provided a "Fair Share Calculation of New Ongoing LCFF Dollars" that showed the District is in a structural spending deficit with current salaries and benefits. (Employer Tab 7-15)

#### *ARTICLE IV HOURS AND LENGTH OF WORKDAYS*

The District submitted data and information in writing, and its rationale for its position on the issues at impasse in this Article. (Employer Tabs 9-14) The District's Article IV proposals are on pages 4, 5 and 6 of this Factfinding Report.

## NEUTRAL FACTFINDER PANEL CHAIR DISCUSSION

### *SALARY AND HEALTH INSURANCE PREMIUM CONTRIBUTION*

The Teachers' Union at Williams USD in the past were the lead in negotiations in the District for setting wage increases, and that changed with this 2017-2018 negotiation. Now, the classified employees, classified management, and the Superintendent received 3.4% salary increases in 2017, and the teachers were offered zero. The District said these other positions had not received the salary increases teachers received in the last three years. The Union said with an emerging teacher shortage in California, the District has to provide a salary increase and better health benefits to remain competitive.

The Union's seven (7) district labor market survey showed the District at or below the average and approximately the median for teacher salaries. The District's seventeen (17) district labor market survey showed the District near the top of the average and above the median. Both studies showed the District has somewhat competitive salaries – but each survey had elements in their survey methodologies that could skew real-time outcomes from a survey. The District used 2015-2016 state certified data that is likely to be somewhat lower than today's actual District teacher salaries. The Union's salary survey was based on 2017-2018 data, but four out of the six districts had not yet settled their contracts. It is unknown how those outcomes would affect this survey, either higher due to the emerging teacher shortage, or lower due to declining revenue. What is clear in the Union's salary and health insurance premiums survey is the District's health insurance premium contributions are very low and could more imminently impact recruitment and retention. The District did not submit a total compensation survey. However, the Union submitted a salary and health insurance premium survey of the District's labor market districts. That survey showed the District was below the average and median for entry level teachers and above the average and median for all other teacher ranks. (Email dated October 16, 2017)

The Union asserted the District could not effectively recruit a qualified and credentialed teacher, but according to the District it did within three months of recruitment. The salaries for Williams' teachers are at or close to the median of the Union's market survey. While it is common to use the average to determine labor market comparison, it is also common to use the median to analyze salary to recruit and retain qualified personnel. Regardless of the survey methodology, the Neutral Factfinder Panel Chair finds the perception of having well paid salaries and benefits are important for recruitment and retention.

The Union aptly showed Williams USD health benefits are very low and should be raised. The Union provided a graph to show Williams' teachers can pay up to \$15,352 out of pocket for family health insurance coverage annually for 2018 premiums, and that can impact recruitment and retention.

The District was able to achieve an A+ bond rating with its recent reserves and prudent fiscal practices. The District proved it did not budget its ongoing revenue to provide an increase to salaries and health insurance premiums for its teachers this year, and that doing so would cause a structural budget deficit. The budget information provided by the District does indicate it could provide increased health insurance premiums to its teachers beginning in calendar year 2018, and then budget for this increased employee cost going forward in subsequent fiscal years. Therefore, based upon the criteria contained in EERA Government Code §3548.2(b)(3)(4)(6) and (7), the Neutral Factfinder Panel Chair recommends increasing health insurance premium contributions per the Union's proposal to \$900.00, but effective January 1, 2018, as that would have a lesser impact on the District's 2017-2018 budget and provide direct compensation in the new health plan year to employees with high premiums. (EERA GC Factfinding Report p.3)

While the District did not budget for a teacher salary increase in 2017-2018 and stated it has a highly competitive salary, it is uncertain with the emerging teacher shortage if the District will successfully recruit teachers, if the District no longer held a high rank in the local and regional market of comparable school districts. However, based upon the criteria the Panel must consider, weigh and be guided by in EERA Government Code §3548.2(b)(3)(4)(5)(6) and (7), the Neutral Factfinder Panel Chair recommends the District's proposal for no salary increase in 2017-2018. (EERA GC Factfinding Report p.3)

*ARTICLE IV HOURS AND LENGTH OF WORKDAYS (See Current Contract Language p.7)*

The parties agreed Article IV. Subsection A.1 issues at impasse stemmed from a previously negotiated agreement about the duties of the Class Advisor, the intended pay for the duties, and now whether the duties should resume, as in the past, as a part of the regular duties assigned to a teacher. The Union has a pending unfair labor practice charge on pay for Class Advisor duties – therefore the parties will adjudicate that issue before PERB. Based upon the criteria contained in EERA Government Code §3548.2(b)(2) and (7), the Neutral Factfinder Panel Chair recommends the parties work together to mutually agree on the duties of the Class Advisor and incorporate them into a duties description, while PERB determines if the duties are compensable pursuant to the previous bargaining history. (EERA GC Factfinding Report p.3)

In Article IV Subsection A.3. the District proposed to replace “In-Service Sessions” with “Professional Development” and the Union proposed to delete “In Service Sessions” as employees’ duties that could extend beyond the work day. Based upon the criteria contained in EERA Government Code §3548.2(b)(7), the Neutral Factfinder Panel Chair recommends the District have the option to rename “In-Service Sessions” to “Professional Development”. Further, based upon the criteria contained in EERA Government Code §3548.2(b)(7), the Neutral Factfinder Panel Chair recommends the District respect the time of teachers and strive to provide

professional development during the regular work day, but the District should have the flexibility to schedule professional development on any work day. In Article IV Subsection A.8.d. the District proposed language to confirm that administrators will not schedule professional development beyond contract hours without compensation. Because this is a cost the District can control and budget for under its management practices, and based upon the criteria contained in EERA Government Code §3548.2(b)(3)(6) and (7), the Neutral Factfinder Panel Chair recommends the District's proposal. (EERA GC Factfinding Report p.3)

For Article IV Subsection A.8.b. the District proposed that topics and agendas for Early Release Monday teacher collaboration meetings be submitted in advance to the District, and the Union proposed that collaboration meeting topics should be at the teachers' discretion. The District also agreed the meeting topics and agendas should be at the teachers' discretion. The Neutral Factfinder Panel Chair finds the District's request for advance agendas and topics, and copies of meeting minutes as a reasonable school district management request and practice. Based upon the criteria contained in EERA Government Code §3548.2(b)(7), the Neutral Factfinder Panel Chair recommends the District's proposal. (EERA GC in Factfinding Report p.3)

The Union proved in its presentation, and the data and information it provided, that as the teacher shortage grows, teachers are being asked more frequently to take additional students from separated classrooms because substitute teachers are not as available. In Article IV Section C., the Union proposed that teachers would receive 1.5 hours per day for additional students from separated classrooms. The Neutral Factfinder Panel Chair finds class size has a significant impact on teachers' working conditions, and the unplanned teaching of additional students in elementary classes can affect the quality of education. Because this is a cost the District can control and budget for under its management practices, and based upon the criteria contained in EERA Government Code §3548.2(b)(3) and (7), the Neutral Factfinder Panel Chair recommends

a modification to the Union's proposal, that teachers receive minute for minute overtime for all minutes one or more students from a separated class are assigned to the teacher. The teacher chooses pay or compensatory time. (EERA GC Factfinding Report p.3)

In Article IV Section D. the Union proposed to modify the contract language that 7-12 employees called upon to substitute for other teachers during the Preparatory Time or PLUS period be compensated 1.5 hours per day. The District proposed the teachers be paid minute to minute overtime, because the PLUS period is 25 minutes. This is a cost the District can control and budget for under its management practices, and based upon the criteria contained in EERA Government Code §3548.2(b)(3) and (7), the Neutral Factfinder Panel Chair recommends the District's proposal to pay minute for minute overtime when teachers substitute during the Preparatory Time or PLUS period. The teacher chooses pay or compensatory time. (EERA GC Factfinding Report p.3)

#### NEUTRAL FACTFINDER PANEL CHAIR CLOSING COMMENTS

The Union and District provided the Factfinding Panel extensive and very relevant data, documents, and information to consider and weigh, to help the parties resolve their collective bargaining issues at impasse. For the purpose of giving the District and Union adequate time to communicate with each other and ensure an effective implementation of the Neutral Factfinder Panel Chair's recommendations to resolve the issues at impasse, the recommendations are effective January 1, 2018.

## NEUTRAL FACTFINDER PANEL CHAIR RECOMMENDATIONS

1. Salary – District’s Proposal of no salary increase for 2017-2018.
2. Health Insurance Premiums – Union’s proposal of increasing District contribution to health insurance premiums to \$900.00 per month per employee.
3. Article IV Subsection A.1. Class Advisor – Parties write job duties statement for Class Advisor; PERB will adjudicate the unfair labor practice charge on the stipend.
4. Article IV Subsection A.3 Professional Development – District’s proposal to rename “In-Service” to “Professional Development”.
5. Article IV Subsection A.8.b. Collaboration Meeting Topics, Agenda and Minutes – District’s proposal to receive meeting topics, agendas and minutes.
6. Article IV Subsection A.8.d. Hours and Days of Professional Development – District’s proposal for flexibility for professional development on work days beside Mondays, and District’s proposal to pay for professional development hours beyond contract hours. District will strive to schedule professional development during the work day.
7. Article IV Section C. - Overtime Pay for Additional Children in Classroom from a Separated Class – Union’s proposal modified - for one or more students assigned to the teacher from a separated class, the teacher will receive minute for minute overtime based on the teacher’s hourly rate of pay. The teacher chooses between pay or compensatory time.
8. Article IV Section D. – Substitute during Preparatory Time and PLUS Period – District’s proposal for minute for minute overtime based on the teacher’s hourly rate of pay, for substituting during the Preparatory Time and PLUS period. The teacher chooses between pay or compensatory time.
9. Recommendations to become effective on January 1, 2018.



Renée Mayne  
Neutral Panel Factfinder Chair



Date

Factfinder for the Union: Catherin McGuigan, Staff, California Teachers Association, provided dissents with the recommendations contained in this Factfinding Report in the attached letter.

Factfinder for the District: Ronald Bennett, Chief Executive Officer, School Services of California Inc., concurs with the recommendations contained in this Factfinding Report.

**Williams Unified School District – Williams Teachers Association**

**Collective Bargaining Impasse Factfinding PERB Case No: SA-IM-3428-E**

**Dissent of Association-Appointed Panel Member,**

**Catherin McGuigan, CTA Staff**

Per Government Code 3548.3, as a panel member to the above-referenced Factfinding, I submit the following to be attached to the “Factfinding Proceeding Pursuant To The Educational Employment Relations Act” dated October 24, 2017.

As a Factfinding Panel member, I do not concur with the Factfinding Panel Chair Renée Mayne’s advisory recommendations. This dissent is based upon the following principles, pursuant to the Educational Employment Relations Act (EERA), section 3548.2 (b).

**I. Criteria: State and Federal Laws That Are Applicable**

The Factfinding Panel Chair’s recommendations do not fully consider all applicable laws pertaining to California’s Local Control Funding Formula (LCFF). Under the law, districts must provide evidence in its Local Control Accountability Plan (LCAP) how the funding for Unduplicated Pupils is used to increase or improve services for Unduplicated Pupils. There is no prohibition contained in the legislation preventing LCFF base funding from being used to improve teacher compensation in an effort to attract or retain high quality teachers for every classroom, and for every student.

**A. Local Control Funding Formula (LCFF)**

Under California’s Local Control Funding Formula (LCFF), enacted in 2013-14, districts receive base grant funding for each student. They also receive supplemental and concentration grant funding for students identified as English learners, eligible for free and reduced-price meals, or foster youth. These identified students are calculated as the basis of a district’s Unduplicated Pupil Percentage (UPP). [Reference: WTA Binder, Tab 4]

**B. Local Control and Accountability Plan (LCAP)**

1. Under LCFF, school districts are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP). A school district with enrollment of unduplicated students of 55 percent or more of the district’s total enrollment may expend supplemental and concentration grant funds on a districtwide basis following the criteria in the law. [Reference: WTA Binder, Tab 4]
2. In a letter dated June 10, 2015, California’s State Superintendent of Public Instruction, Tom Torlakson, states, “A district may use supplemental and concentration funds for a general salary increase in a manner consistent with the expenditure regulations and LCAP template regulations. In order to use supplemental and concentration grant funds for an across-the-board salary increase, or for any other district-wide purpose, a district must demonstrate in its LCAP how this use of the grant funds will increase or improve services for unduplicated pupils as compared to services provided all pupils.... For example, a district may be able to document in its LCAP that its salaries result in difficulties in recruiting, hiring, or retaining qualified staff which adversely

affects the quality of the district's educational program, particularly for unduplicated pupils, and that the salary increase will address these adverse impacts." [Reference: WTA Binder, Tab 4]

## **II. Criteria: Interest and Welfare of the Public and Financial Ability**

### **A. Teacher Shortage and District's Ability to Attract and Retain Teachers**

1. There is a documented teacher shortage in California. According to the Learning Policy Institute, there is "mounting evidence" that "indicates that teacher supply has not kept pace with the increased demand" and that "increased demand for K-12 teachers in California comes at a time when the supply of new teachers is at a 12-year low." There are many contributing factors for the teacher shortage, including greater demand and attrition from retirement, but "non-retirement attrition is an even larger factor, typically accounting for two-thirds of teachers who leave." As supply diminishes and demand increases, educators have greater employment options. [Reference: WTA Binder, Tab 7, "Addressing California's Emerging Teacher Shortage: An Analysis of Sources and Solutions"]
2. There are growing numbers of resignations and retirements in WUSD: in 2016-2017 alone, there were five teaching positions to be filled. Of those positions, an elementary certificated teaching position remained vacant for almost three months. [Reference: WTA Binder, Tab 7]

### **B. Local Control and Accountability Plan (LCAP)**

1. Williams Unified School District (WUSD) is unique from many other school districts in the state as it receives a high level of additional funding, as the District's Unduplicated Pupil Percentage in 2017-2018 is projected at 88.98% with supplemental and concentration grant funding at over \$3.6 million. Since the District's UPP is above 55%, concentration and supplemental grant revenue can be expended district-wide based on the criteria in the law. [Reference: WTA Binder, Tab 10]
2. In WUSD's 2017-20 LCAP, it states, in Goal Area 5, "Williams Unified School District will provide students with appropriate learning conditions to meet their education needs by hiring and retaining highly qualified certificated and classified employees that are fully credentialed." As of the beginning of the 2017-2018 school year, the District's salary schedule scattergram shows that five certificated staff are not fully credentialed. [Reference: WTA Binder Tab 6, and WTA distribution to Panel of 2017-2018 certificated salary scattergram, and email % fully credentialed]

### **C. WUSD's Financial Ability**

1. The Williams Unified School District's LCFF revenue from the last year of the former Base Revenue Limit (BRL) funding system in 2012-2013 through 2016-2017 has increased by 83.13% or almost \$6 million in on-going revenue. [Reference: WTA Binder Tab 10]
2. In 2016-2017 the District's LCFF ongoing revenue was \$13,001,259 and is projected to increase in 2017-2018 to approximately \$13,342,890. [Reference: WTA Binder Tab 10]

3. The District is required by law to retain a 3% reserve for economic uncertainty based on the size of the District. Since the LCFF funding was implemented, the District's unrestricted reserves have been well above the required unrestricted reserves: 2013-2014 the unrestricted reserve was \$2,237,140 or 16.71% above the 3% required; 2014-2015 the unrestricted reserve was \$2,350,862 or 18.28% above the required reserve; 2015-2016 it was \$3,142,136 or 22.84% above the required reserve; 2016-2017 it was \$3,377,341 or 22.55% above the required reserve; and for 2017-2018 budget it is projected to increase to \$3,432,693 or 21.53% above the required reserve. [Reference: WTA Binder Tab 10]
4. In 2012-2013, the year prior to the implementation of LCFF, the District expended 39.83% of its budgeted expenditures on teachers' salaries, yet in 2017-2018 budget when the District has significantly increased ongoing revenues, the District estimates to expend only 36.59% of its budgeted expenditures on teachers' salaries. [Reference: WTA Binder Tab 10]

### **III. Criteria: Comparison with Comparable Communities**

#### **A. Comparability Group**

1. The Williams Teachers Association presented comparable school districts to Williams Unified School District that are in the Tri-Counties (Colusa, Sutter, and Yuba), including Marysville Joint Unified School District, Live Oak Unified School District, Colusa Unified School District, Pierce Unified School District and Wheatland Elementary School District. Of these districts, Williams Unified School District has the highest Unduplicated Pupil Percentage of students, which qualifies the District to receive the greatest LCFF revenue in the comparability group. [Reference: WTA Binder Tab 11]

#### **B. Comparability with Districts in the Tri-Counties**

1. In the comparability districts presented by the Williams Teachers Association, salary compensation showed that teachers in WUSD with a BA+30 units earn only \$280 above the average of the comparability districts and make \$2,615 less than the top ranked district; for BA+45 at step 5, WUSD teachers earn \$981 less than the average, and \$6,382 less than the top-ranking district. For more experienced teachers with more college units, the gap in WUSD teacher earnings compared to other districts in the ranking widens. For a BA+60 units at step 10, teachers in WUSD make \$2,533 less than the average and \$11,100 less than the top-ranking district; for BA+75 units at Step 12, teachers make \$2,824 less than the average and \$13,014 less than the top; and for maximum earnings, WUSD teachers with a Master's Degree earn \$9,058 less than the top-ranking district. [Reference: WTA Binder Tab 11]
2. In terms of total compensation (salary and health benefits), for the comparability of the same groups of districts in the Tri-Counties the gap is even wider for WUSD in its ability to attract and retain the best teachers. WUSD teachers' total compensation at BA+30 at step 1 is \$3,607 below the average and \$4,595 from the top-ranking district; for BA+45 at step 5 WUSD teachers earn \$3,558 below the average and \$8,850 less than the top-ranking district; for BA+60 at step 10 WUSD teachers earn \$5,109 less than the average and \$13,568 from the top-ranking district; and for maximum earnings, WUSD teachers with a Master's Degree earn \$2,554 less than the average and earn \$11,038 less than the top-ranking district. [Reference: WTA Binder Tab 11]

### C. Comparability Statewide

1. In 2015-2016 WUSD's average teacher salaries were approximately \$10,000 below California's statewide average. In 2012-2013, the gap was only approximately \$6,000. [Reference: WTA Binder Tab 5]

### **Panel Chair's Recommendations**

Based on the Panel Chair's recommendations, the criteria considerations established by the EERA, and WUSD's Local Control and Accountability Plan goal to hire and retain highly qualified certificated teachers that are fully credentialed, I submit the following:

1. Salary - The Panel Chair recommends no salary increase for 2017-18, yet the salaries of WUSD teachers are not comparable to other surrounding districts in the Tri-Counties. Although the District's LCFF revenue has increased at historic rates, it has failed to invest in teacher compensation to position the District to best compete for fully credentialed teachers. In terms of statewide comparability, WUSD is losing ground on its ability to attract and retain teachers. Given WUSD's LCFF increased ongoing revenue, coupled with the statewide teacher shortage, WUSD can afford and should be investing in teacher compensation to attract and retain the best teachers for every student, in every classroom.
2. Health Insurance Premiums – The Panel Chair recommends that the District's health insurance premium contribution be \$900 per month per employee effective beginning January 1, 2018. Given the District's ongoing LCFF revenue, it can afford to increase the health benefit contribution effective beginning July 1, 2017. The District's comparability in total compensation, including salary and health benefits, demonstrates that WUSD is far below districts in the Tri-Counties in total compensation.
3. Hours and Days of Professional Development – the Panel Chair recommends that the District have flexibility for requiring professional development on work days besides Mondays. Currently, teachers attend professional development approximately every other Monday. They also attend three days of professional development each year and receive professional development throughout the school year. The Chair's recommendation would allow the District to mandate unlimited professional development, which would interfere with teacher collaboration and preparation time for students.

Catherin McGuigan  
CTA Staff

October 24, 2017