

1
2 **FACTFINDING REPORT AND RECOMMENDATION**
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4

5 In a Matter Between,

Case No.: SF-IM-3346-E

6 GRAVENSTEIN UNION SCHOOL
7 DISTRICT,

HEARING DATE: NOVEMBER 2, 2022

8
9 And

10
11 GRAVENSTEIN UNION CLASSIFIED
12 EMPLOYEES CTA/NEA,
13

14
15 **FACTFINDING PANEL**

16 CHERYL A. STEVENS, IMPARTIAL CHAIRPERSON

17 Stevens Arbitration
18 6114 LaSalle Ave., #612
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20 MATT PHILLIPS, Director, Management Consulting

21 School Services of California
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24 MARK ERWIN MITCHELL

25 California Teachers Association
26 Regional UniServ Staff
27 Santa Rosa Regional Resource Center
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HEARING DATE: NOVEMBER 2, 2022 - 1

1 Appearances By:

2 Employer: KAITLYN SCHWENDEMAN
3 Schools Legal Counsel School & College Legal Services of
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13 **PROCEDURAL BACKGROUND**

14 In May 2020, the Gravenstein Unified School District (“District”) recognized the new
15 bargaining unit, the Gravenstein Union Classified Employees Association (“GUCE” or “the
16 Association”) as the exclusive bargaining representative for the District’s classified non-
17 management employees. The COVID-19 pandemic delayed negotiations for the first collective
18 bargaining agreement (“CBA”) between the parties; but in October 2021 the District and GUCE
19 began to negotiate the Association’s initial CBA. GUCE’s initial draft contract was a 93-page
20 document and the District countered with a 25-page draft contract that adopted most of the
21 language from the District’s contract with its teacher’s union. In February 2022, GUCE
22 submitted a revised draft of 76 pages. In April 2022, the District proposed the same salary
23 increases and benefits offered to and approved by the teachers of 5% for 2021-2022, 5% for
24 2022-2023 and 5% for 2023-2024. The Association rejected this proposal and on May 5, 2022,
25 GUCE filed for impasse identifying twenty-three articles that were still in dispute. The District
26 disagreed that impasse was appropriate; however, the Public Employment Relations Board
27

1 (“PERB”) approved impasse and the parties engaged in six impasse mediation sessions between
2 August 4, 2022, and September 19, 2022.

3 At the conclusion of the mediation sessions there were still nine (9) articles in dispute and
4 no agreement on salary increases. The mediator referred the parties to Fact Finding on
5 September 20, 2022. On October 18, 2022, PERB notified the District and the Association that
6 Cheryl A. Stevens had been appointed as the neutral chair for the Fact Finding and the Fact
7 Finding hearing was held on November 2, 2022.
8

9 ISSUE

10 The parties presented the following issues to the factfinding Panel:
11

- 12 1. Should the District pay the education support staff more than what is
13 currently being offered? If so, by how much?
- 14 2. What contract language should be used regarding the nine (9) remaining
15 Articles in dispute.

16 STATUTORY CRITERIA

17 California Government Code Section 3548.2 sets forth the criteria that factfinders must
18 consider in matters such as this one:

- 19 1. State and Federal laws that are applicable to the Employer.
- 20 2. Stipulation of the parties.
- 21 3. The interests and welfare of the public and the financial ability of the public schools.
- 22 4. Comparison of the wages, hours, and conditions of employment of the employees
23 involved in the factfinding proceeding with the wages, hours, and conditions of
24 employment of other employees performing similar services and with other employees
25 generally in public school employment in comparable communities.
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28

- 1 5. The Consumer Price Index for good and services, commonly known as the cost of living.
- 2
- 3 6. The overall compensation presently received by the employees, including direct wage
- 4 compensation, vacations, holidays, and other excused time, insurance and pensions,
- 5 medical and hospitalization benefits, the continuity and stability of employment, and all
- 6 other benefits received
- 7 7. Such other facts, not confined to those specified in paragraphs 1 through 6, inclusive,
- 8 which are normally and traditionally taken into consideration in making such findings
- 9 and recommendations.

10 **FACTUAL BACKGROUND**

11 The District is a public school employer within the meaning of Section 3540.1(k) of the
12 Educational Employment Relations Act (“EERA”). The Association is a newly formed
13 bargaining unit representing the thirty-five (35) classified non-management staff members of the
14 District.¹ The District is a Transitional Kindergarten through 8th grade school district with an
15 enrollment of 765 students for the 2022-2023 school year. The District is in a rural section of
16 Sebastapol in Western Sonoma County and includes two magnet charter schools: Gravenstein
17 Elementary School (grades TK-5) and Hillcrest Middle School (grades 6-8). The enrollment at
18 Gravenstein Elementary School is 488 students and the school is staffed by 29.27 full time
19 certificated employees. The enrollment at Hillcrest Middle School is 277 students and the school
20 is staffed with 17.1 full time certificated employees.
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26
27 ¹ There are thirty-five GUCE members of which 24.21 FTEs are Instructional Aides, 4 FTEs are
28 Custodians, 2.75 FTEs are Cafeteria Clerks and School Secretaries and .49 FTE Daycare Center aide.

1 On March 16, 2020, the California Teachers Association filed a Request for Recognition
2 with the Public Employment Relations Board (“PERB”) to represent non-management
3 confidential or supervisory classified employees of the District. On May 14, 2020, the District
4 notified PERB that it was recognizing GUCE as the exclusive representative for the bargaining
5 unit.² The parties’ efforts to negotiate an initial contract was unsuccessful and the parties
6 reached impasse in May 2022. The parties were also unable to reach agreement after six PERB
7 mediation sessions and going into Fact Finding, nine articles remained in dispute and there was
8 no agreement on salary. The District stood by its offer of a 5% wage increase for three
9 consecutive years beginning July 1, 2021, consistent with what was offered and accepted by the
10 teachers when they renewed their contract in April 2022. The Association demands an increase
11 of \$9.44 for all positions across the board at every wage level. The demand of \$9.44 is a \$1.00
12 reduction from the Association’s original demand.
13
14

15 **A. Financial Data**

16 The evidence presented by the parties is in dispute as to whether the District has the
17 financial means to pay the Association’s proposed wage increase of \$9.44 across the board for
18 each classified employee. The Association contends according to the District’s June 7, 2022,
19 budget, the District has budgeted \$1,638,700 for GUCE salaries for the 2022-23 academic year.
20 This budget, according to the Association has a cushion of approximately \$75,000 more than the
21 cost of the Association’s proposed raise for the GUCE members, \$1,563,380.99. The Association
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23

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26
27 ² The GUCE unit is defined as:

All classified employees (excluding short-term employees, substitute employees
and any other employee excluded from the classified service pursuant to Education
Code §45103) who are not management supervisory or confidential.

1 insists the Unaudited Actuals are the best indicator of the District's financial ability to pay the
2 wage increase as proposed by the Association. Specifically, the Association contends Sonoma
3 County received a 6.46% increase in the County property tax assessment roll resulting in an
4 increase of \$108,331,893,661 an all-time high that the Association argues should result in wage
5 increases for GUCE members based on the proportional share the District will receive.
6
7 According to the exhibits introduced during their presentation, the Association maintains the
8 District's total available funds have increased by more than \$5 million dollars in the last five
9 years and it is almost certain to go up again. Additionally, 61.68% of the District's budget is
10 dedicated to the unrestricted reserves in the amount of \$8,445,544, clearly enough according to
11 the Association to fund the wages requested in their proposal.
12

13 Alternatively, the District explained that a 1% salary increase in General Fund is
14 approximately \$17,000 and the total cost for all employees in the General Fund at a 1% increase
15 would be \$93,500. Furthermore, based on the declining enrollment and the reduced funding the
16 District will receive from the State, the amount of the District's unrestricted revenue only
17 increased by an amount lower than COLA. (Exh. 9) Additionally, the District is committed to its
18 long history of parity and, therefore in addition to the proposed wage increase, the District will
19 readjust all salaries to insure salaries for GUCE members will always be in the top 5% of the
20 wages paid to by other districts in the County for similar positions. The District therefore
21 believes it has offered a fair and equitable wage consistent with the EERA guidelines.
22
23 Moreover, the District does not see a basis for offering a greater wage increase to the classified
24 employees than it provided its credentialed employees.
25

26 The District submitted an exhibit that illustrated the compensation paid to employees
27 exceed both the cost-of-living adjustments and the state CPI. The District also provided a chart
28

1 (Exh.at 7) illustrating enrollment declined in the previous three years and is only now gradually
2 inching back up to the pre-pandemic number of enrolled students of 770. According to the
3 District, this reduction over the past three years directly impacts the revenue it receives from the
4 State despite the fact State funds are based on the Average Daily Attendance rate, not
5 enrollment. If there are fewer students enrolled, it makes sense that over time the ADA is
6 impacted. For example, where the District received a total of \$77,020 for 10 students in 2020-21,
7 it only received \$72,837 for 9 students in 2021-22. (Exh. 8) One less enrolled student resulted in
8 almost \$5000 less in ADA revenue even with a COLA increase.
9

10 **B. Wage and Benefit Comparison**

11
12 Another statutory criteria to consider is a comparison of the wages, hours and condition
13 of employment of the employees involved in this factfinding compared to the wages, hours and
14 conditions of employment of employees working in comparable positions and comparable
15 communities. GUCE presented exhibits that compared their wages with the entire state of
16 California. Specifically, GUCE compared similar State wages (\$41,413) to Gravenstein wages
17 (\$34,085). However, GUCE acknowledges that nationally the earned averaged for K-12 ESP's
18 was only \$32,837. The Association contends the appropriate wage comparison is the nation and
19 not Sonoma County since the District promotes itself as one of the Best School's in the Nation.
20 The Association maintains the current wages are not fair and the District's proposed 5% increase
21 is also not fair based on the cost of living. The Association shared many testimonials from
22 employees describing how they have been forced to take on second and third jobs in order to
23 feed, clothe and house their families because of rising inflation and their low wages.
24

25
26 The District explained that the proposed 5% increase does not include the annual step
27 increase each unit member receives every year which is the equivalent of a 1.48% increase. Tthe
28

1 District has also offered the additional benefit of subsidizing a member's education for up to 48
2 units that upon completion of the additional units would make the member eligible for a 10%
3 salary increase and give them an opportunity to earn more consistently in the future.

4
5 For wage and benefit comparison, the District identified 19 school districts within a
6 twenty-five-mile radius and determined that in the three positions represented by GUCE, if
7 salary is isolated, the District ranks in the top two for both the beginning and maximum salary.
8 (Exh. 41) The District's salaries comply with California's minimum wage rate and includes
9 parity with all Sonoma County districts. The District is committed to adjusting wages so that on
10 average they remain in the top 5% of wages offered in the County. (Exh. 43)

11
12 **C. Non-Wage Related Issues**

13 During the presentation there was significant language regarding the proposed contract
14 Language. The proposed language was vetted with both parties and questions were asked
15 regarding the necessity of some language and the benefit of revising and drafting alternative
16 language. The recommendations regarding the proposed contract language are discussed below.

17
18 Furthermore, the District has decided to divert some of its available revenue to address
19 two complaints filed in 2019 and 2021. The cost of responding to these complaints will be a
20 direct hit on the District's funds in the amount of \$5,569,000 which must be paid now to rectify
21 the problems with the HVAC system at the schools and to replace the roof at Hillcrest Middle
22 School. These funds must be used now and can be replenished later.

23
24 Another non-wage related issue looming over this Factfinding was the Association's
25 announcement of their intent to strike in the event they do receive the wage increase demanded.
26 The Association also reported the teacher's union has indicated they will support GUCE's strike
27 efforts.

1 **DISCUSSION AND RECOMMENDATION**

2 It is the role of the Panel to apply the relevant factors set forth in EERA, to the facts
3 underlying the impasse presented, and render its best recommendation considering those factors.
4
5 The factors that apply are discussed herein.

6 **A. The Interests and Welfare of the Public and the Financial Ability of the Public**
7 **School**

8 The parties disagree on whether the Association’s proposed \$9.44 wage increase is in the
9 best interest and welfare for the community. The Association points to the available unrestricted
10 reserves and the unaudited actuals, while the District insists enrollment is declining, the 5%
11 increase is not only consistent with the “me too” wages offered the credentialed employees in the
12 Spring but that in addition to the other benefits offered, the District’s proposal places the
13 classified staff at the top of the wage range compared to similar employees in the neighboring
14 communities, includes other benefits such as tuition support and child care benefits and allows
15 the District to make capital improvements that were the subject of recent *Williams* complaints.
16
17

18 While there is certainly merit to each side’s claims, the proposed increase of \$9.44 is
19 anywhere from a 29% to 61% increase for the GUCE members. Since the District and the State
20 are still recovering from the effects of the pandemic, namely decreased enrollment and rising
21 costs due to inflation, it would not be prudent to place this burden on the District’s budget at this
22 time without more data regarding long term stability.
23

24 According to the chart provided by the District at the conclusion of the Fact Finding
25 (Supplemental Wage Chart), the adjustments made for the 5% increase plus the wage
26 comparison resulted in approximately a \$2.60 increase from the 2020-2021 wages across the
27 board. Notwithstanding the District’s interest in maintaining a similar wage increase as GUTA, it
28

1 seems appropriate that GUCE receive a 7% wage increase for the first year only (2021-2022) and
2 a **one time** payment of \$1000 to all District employees who are GUCE members at the time the
3 new contract is signed and is **not** related to or added to the ongoing wages to make up for the
4 delay in the negotiations, to address the high cost of living in the County and to address and
5 show appreciation for longstanding employee loyalty. Many GUCE members have been with the
6 District for a long time and prior to 2020 were not organized as a collective bargaining unit. The
7 one time signing bonus would represent a good faith gesture from the District showing its
8 appreciation for the employees' loyalty and recognizing the strain the past two years in particular
9 has had on the community and especially District employees. This additional 2% wage increase
10 over the District's proposal along with the adjustment made to maintain GUCE within the top
11 5% of the County seems appropriate and the contract "signing bonus" are within the District's
12 financial ability to pay without negatively impacting the unrestricted reserves or creating on
13 going liability at a higher rate. The additional \$35,000 one-time payment is well within the
14 District's ability to pay and will not create an ongoing burden.

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18 **B. Comparison of the Wages, Hours, and Conditions of Employment of the**
19 **Employees with other Employees in Public School Employment in Comparable**
20 **Communities.**

21 While the GUCE members are not at the bottom of the heap, when compared to other
22 classified employees within the County. They are making just a fraction more than a fast-food
23 employee. However, the Supplemental Wage Chart demonstrates a commitment by the District
24 to improve the conditions of employment by offering ongoing salary reassessments without the
25 need for a reopener. Furthermore, the District's proposal also includes a 10% salary increase for
26 any employee who earns an additional 48 units of college credit. Notwithstanding the additional
27 incentive and ongoing salary adjustments, the GUCE members are still lagging behind based on
28

1 inflation that is currently at 8% and the rising of cost of living in Sonoma. A modest bump in the
2 initial year of this first contract may not be what GUCE wants but will go further than what the
3 District has offered and hopefully eliminate the need for some members to take on additional
4 jobs. Based on the District's Supplemental Wage Chart, plus the proposed additional 2%
5 recommendation retroactive to 2021 and the \$1000.00 signing bonus, GUCE members would
6 realize total compensation for the 2022-23 academic year significantly closer to Association's
7 demand of a 29% to 61% wage increase than the District's 5% wage increase for the 2021-2022
8 academic year.
9

11 **C. The Consumer Price Index.**

12 The data submitted by the District shows a CPI for the State of 2.40% for 2020-21.
13 (Exh. 2) Unfortunately, no current data for 2022-23 was provided yet the Association provided
14 information that the 2022 CPI was 7.5% and points to the School Services of California CPI at
15 5.75% for 2022-23 and 6.56% for 2021-22. The 3% increase that occurred in 2020-2021 (Exh. 4)
16 fell significantly behind the CPI and a 7% increase in the initial year would be a move towards
17 bringing the wages up to meet the high cost of living.
18

20 **D. The Overall Compensation Received by the Classified Employees.**

21 While the District is committed to its history of pay parity within the County, even
22 though the GUCE members may place in the top two positions when considering salary alone
23 based on the beginning salary and maximum salary, a closer look at the chart reveals, the District
24 places seventh, sixth or fifth when looking at total compensation because of the amount of
25 maximum medical contribution. (Exh. 41) Although this difference was explained because the
26 majority of GUCE members are not fulltime, it is still a number that impacts the employee's
27 ability to properly care for their families. Based on their less than full time status they are only
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1 eligible for the lower health contribution thus they are required to make up any difference from
2 their wages. While we are not suggesting an increase in the health benefits, a modest wage
3 increase over the proposed 5% for the initial year retroactive to 2021, would be more equitable.
4
5 The last wage increase was in 2020 and at that time it was less than the CPI which has continued
6 to increase in the past two years. Thus the one time contract signing bonus of \$1000.00 would
7 also go along way towards alleviating the financial impact of rising inflation. Finally, while the
8 Association insists the current wages for some GUCE members are below the living wage of
9 \$40,000 per year, the District clearly points out that the 2022 proposed wages do meet the
10 threshold for a living wage if based on a full year at 40 hours a week. The fact that some of the
11 GUCE members do not work a full year does not change the fact that they are receiving a
12 prevailing wage.
13

14 **E. Any Other Factors Relevant to Factfinding.**

15
16 This catchall category considered in factfinding, includes factors which go to the
17 equities of each party's respective position. Here, the equities reside in part with the District. The
18 District explained that it had always prioritize spending on salaries and benefits and has a history
19 of parity. Thus, the Association's proposed wage increase ranging 29% to 61% across the board
20 was inconsistent with comparable wages within the County and an insult to the "me too"
21 concept. The District also demonstrated its commitment to adjusting salaries during the term of
22 the contract in the event local salaries adjust upward and providing an incentive for staff to
23 transition into a higher wage bracket.
24
25

26 The Association has reported the membership has voted to strike should their demands
27 not be met, and that GUTA has indicated it will support this effort. A strike will cost much more
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1 in terms of the effect it will have on the labor/management relationship and of course the
2 economic toll it will have on the community most importantly the effect it will have on the
3 students who are still recovering from the pandemic and remote learning. It is our hope that a
4 strike can be avoided and that both parties can see the benefit of moving from their positions
5 towards one that is economically prudent for the District and beneficial for the employees.
6

7 **RECOMMENDATIONS REGARDING CONTRACT LANGUAGE**

8 At the time of the Fact Finding the parties still had not reached agreement regarding nine
9 (9) contract provisions not including salary. After hearing the presentations on the outstanding
10 language dispute and reviewing the evidence provided, the following resolution for the contract
11 language dispute is recommended.
12

13 **Article 3-**The definitions as proposed by the Association is not necessary and more
14 confusing and unnecessarily redundant. Instead of a definitions section, the Panel Chair
15 recommends that within each article any specific terms are clearly defined.

16 **Article 10-**The parties agree about the steps in the Grievance Procedure except for Level
17 III. The District proposed Level III be decided by the Board of Trustees and the Association
18 proposed Level III be binding arbitration. The Panel Chair recommends Level III of the
19 Grievance Procedure be binding arbitration in exchange for the Association's agreement to
20 include contract language that prohibits GUCE members from engaging in concerted activities
21 while a contract is in force.

22 **Article 12-**The parties initially disagreed about the amount of release time available to
23 the Association. The recommendation is that the Association shall have twelve (12) days
24 available to conduct union business which will increase to a total of sixteen (16) days during
25 contract negotiations.

26 **Article 13-**This article is not necessary and should not be included in the CBA.

27 **Article 16-**The Panel Chair recommends the parties include the Association's proposed
28 language that discipline be based on "just cause" as commonly understood based on the seven
elements of just cause. The Panel Chair also recommends that the article include examples of
inappropriate conduct resulting in discipline based on just cause.

Article 17-This article regarding short term unit members does not apply and therefore is
not necessary.

1 recommendation is fair and equitable and consistent with the EERA guidelines.

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4 Date: November 17, 2022



CHERYL A. STEVENS, Neutral Chairperson

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8 AGREE/



MATT PHILLIPS,

9
10 AGREE/DISAGREE

see attached concurrence/dissent
MARK E. MITCHELL, GUCE/CTA/NEA

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28 HEARING DATE: NOVEMBER 2, 2022 - 15

3 CALIFORNIA TEACHERS ASSOCIATION

4
5 November 17, 2022

6 Concurrence in part and Dissent in part regarding PERB Fact Finding Case SF-IM-
7 3346-E

8 Dear Ms. Stevens:

9 This communication constitutes my concurrence in part and dissent in part, on behalf of the
10 Gravenstein Union Classified Employees (GUCE) regarding your report as Chair in this
11 case.

12 I concur with the Chair's recommendations concerning all the issues **at** impasse other than
13 compensation. However, the fact that **so** many key issues remained unresolved two years after
14 GUCE was recognized as exclusive representative, points to a collective bargaining
15 process that under the current Gravenstein Union School District (GUSD) administration **has**
16 utterly failed. Gravenstein students and the GUCE educators that serve them deserve better.

17 As to the Chair's recommendation concerning salary, I dissent. If implemented, the Chair's
18 recommendations are most likely to lead to a strike. School district budgets are moral documents
19 that express a district's values. Through its refusal to fairly compensate GUCE educators,
20 despite having millions of unrestricted dollars to do so, GUSD shows it does not value educators,
21 nor the students they serve. The fact that this tiny rural two-school district sits on over \$8.4 million
22 in Total Unrestricted Reserves and has the highest Total Revenues and Total Available Funds ever
23 while GUCE educators rely on public assistance to provide for themselves and their families, is
24 frankly shameful. We are surprised and saddened that the neutral here has seen fit to condone
25 and promote this continued mean-spirited exploitation of the GUCE educators who have so
26 faithfully served GUSD students year in and year out.

27 Instead of meaningful and respectful movement to compensate GUCE educators fairly and lift
28 them out of poverty, the Chair suggests an unacceptable continuation of the dire status quo, i.e.
a salary increase pegged to a single digit percentage increase won by certificated educators who
make twice as much or more than GUCE educators. Instead of recommending a union contract
that will meaningfully address the financial calamity faced by GUCE educators, many of whom
receive public assistance such as food stamps and Medi-Cal, the Chair prescribes a miserly
one-time bonus of \$1000 and a mere 7% increase for the 2021-2022 school year, and
5% increases for each of the 22-23 and 23-24 school years. If the recommendation were
implemented, it would further aggravate and perpetuate the ongoing and unsustainable
devaluation and de-prioritization of GUCE educators in the District's budget.

Further, the Chair's closefisted recommendation is not justified based on the facts
regarding the current unprecedented level of state and federal financial support for California
public

1 education, including GUSD. Perhaps not since the times of Governor Edmund G. Brown and President
2 Lyndon B. Johnson, has public education in our state been more supported or more well-funded. And
3 this is apart from the billions of dollars in COVID-related state and federal funding already
4 approved for use through 2024 in California public schools. If the Chair's recommendations were
5 implemented, GUCE educators would receive little benefit of this historic largesse.

5 Simple math presented by GUCE shows the district can do much more than this troublesome
6 recommendation. GUCE salaries for the whole 2021-2022 school year were only \$1,323,192. A
7 7% raise on top of this \$1.3M is only \$93K. In June 2022, the district approved a 2022-23
8 Adopted Budget with \$1,638,700 earmarked for GUCE salaries. This 2022-23 Adopted Budget
9 clearly shows that the district can easily afford to give GUCE much more than the recommendation. For
10 example, if you subtract \$1,323,192 from \$1,638,700, you get \$315,508. If you divide
11 \$315,508 by our 37 ESP staff, you get \$8,527 more that could go to each ESP staff
12 person this coming year alone. As a percentage, it would require nearly a 24% increase to get
13 from \$1.3M to \$1.6M.

11 Again, the Chair's recommendation seems even more unjustified when we consider that the
12 GUSD administrators have squirreled away over \$8.4 million in unrestricted reserves away from
13 its well-deserving GUCE educators and their students. This amount is more than 6 times the GUCE
14 salaries for the whole year. GUSD is shamefully hoarding gobs of taxpayer dollars, while GUCE
15 educators continue to show up for Gravenstein students for mere poverty wages.

14 The report sadly seems to not be neutral and gives great deference to management saying, for
15 example, that this recommendation "may not be what GUCE wants but will go further than what
16 the District has offered and hopefully eliminate the need for some members to take on
17 additional jobs." Like the SFO airport workers who won a \$5 raise and fully employer-
18 paid family healthcare following a recent strike highlighted in the GUCE fact finding
19 presentation, shouldn't one job be enough? The following statement is also problematic and
20 untrue - "Since the District and the State are still recovering from the effects of the pandemic,
21 namely decreased enrollment and rising costs due to inflation, it would not be prudent to place this
22 burden on the District's budget at this time without more data regarding long term stability." As
23 stated, the District has more money than ever and is not "recovering from the effects of the
24 pandemic." Also, "decreased enrollment" is a non-issue in that the district has more money than
25 ever so, if true, it would only mean they have more money for less students. Additionally, GUCE
26 pointed out in the hearing that the state education budget has built-in protections for those
27 districts who do have declining enrollment. Why the focus on the district's "rising cost of inflation"
28 and not those who are going to the food bank? The neutral admits elsewhere that "They are
making just a fraction more than a fast-food employee." Yet, our GUCE testimonial showed that
In-and Burger starting salaries were "\$18.00-\$21.50 per hour" instead of our \$16.88.
Additionally, the Chair writes "District is committed to it history of pay parity within the
County." If everyone in the county pays poverty wages that require trips to the food
bank,

should we accept pay parity? Our GUCE testimonials showed that they are considering leaving
the state not going to the school district next door. The Chair also continues by saying "This
catchall category considered in factfinding, includes factors which go to the equities of each party's
respective position. Here, the equities reside in part with the District. The District explained that it had

1 always prioritized spending on salaries and benefits and has a history of parity. Thus, the
2 Association's proposed wage increase ranging 29% to 61% across the board was inconsistent
3 with comparable wages within the County and an insult to the 'me too' concept." Why is it an "insult" to
4 move away from a concept and a practice that has led to poverty wages and exacerbates
5 inequality between those at the top and those at the bottom of the district?

6 Educators greatly appreciate and recognize the Chair's service in this proceeding,
7 but her remedy is misguided and out of line with actual facts regarding public education
8 funding.

9 I dissent as to the Chair's meager recommendation on salary, and I recommend that the GUSD
10 School Board respect and recognize the extraordinary efforts and contributions of GUCE
11 educators by immediately implementing the unions' proposal for a 3-year agreement at
12 \$9.44 added to each cell on the salary schedule effective July 1, 2021, and 5% on-schedule for each of
13 the 2022-2023 and 2023-2024 school years.

14 Please attach this concurrence in part and dissent in part to the final decision to be filed with
15 the parties and with PERB.

16 Thank you for your service to the
17 parties.

18 Sincerely,

19 **Mark E.**
20 **Mitchell**

21 Mark Erwin Mitchell

22 Regional UniServ Staff

23 California Teachers Association

1 **PROOF OF SERVICE**

2 I am over the age of eighteen years and not a party to the within action. My business address is
3 6114 LaSalle Ave. #612, Oakland, California 94611.

4 On November 17, 2022, I served the documents named below on the parties in this action as
5 follows:

6 **FACTFINDING REPORT AND RECOMMENDATION and**
7 **GUCE CONCURRENCE AND DISSENT**

	BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses noted below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Lafayette & Kumagai LLP’s practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	BY OVERNIGHT DELIVERY: I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses noted below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
X	BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address bfuller@lkclaw.com to the persons at the e-mail addresses noted below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
	BY PERSONAL SERVICE: I caused to be personally served a copy of the document(s) listed above on the parties at the addresses noted below.

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24 Regional UniServ Staff
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on November 17, 2022 at Maui, Hawaii.



CHERYL A. STEVENS