RENÉE MAYNE
ARBITRATOR, MEDIATOR

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Sent via Electronic Mail

June 3, 2021

Mark Mitchell, Regional Uniserv Staff
California Teachers Association, NEA
mmitchell@cta.org

Paul N. Boylan, District Counsel
pnboylan@gmail.com

Re: Factfinding Report for the Twin Hills Unified School District and Twin Hills Teachers Association, CTA-NEA
PERB Case No. SF-IM-3294-E; Factfinder Case No. 21-05-39FF

Dear Mr. Mitchell and Mr. Boylan:

In accordance with Government Code section 3548.3(a), the parties are provided the Factfinding Report for the Twin Hills Unified School District and Twin Hills Teachers Association, CTA-NEA. Attached hereto is the report dated June 3, 2021.

The parties are advised that Government Code §3548.3(a) requires the Twin Hills Unified School District make the Factfinding Report public within 10 days after their receipt, by June 12, 2021.

Sincerely,

Renée Mayne

Renée Mayne
Neutral Factfinder Panel Chair

Attachment: Factfinding Report

RENÉE MAYNE
Labor-ADR
Arbitrator, Mediator
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PERB CASE NO. SF-IM-3294-E
FACTFINDER CASE NO. 21-05-39FF

FACTFINDING PROCEEDINGS PURSUANT TO

THE EDUCATIONAL EMPLOYMENT RELATIONS ACT

TWIN HILLS UNION SCHOOL DISTRICT

and

TWIN HILLS TEACHERS ASSOCIATION, CTA-NEA

Issue: Impasse in Successor Agreement Salary Negotiations

NEUTRAL FACTFINDER
PANEL CHAIR
RECOMMENDATIONS

June 3, 2021

FACTFINDING PANEL

Factfinder for the Union:	Factfinder for the Employer:	Neutral Factfinder Panel Chair:
MARK MITCHELL Regional Uniserv Staff California Teachers Association, NEA	PAUL BOYLAN Attorney for the District	RENÉE MAYNE Arbitrator, Mediator

APPEARANCES

For the Union:

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INTRODUCTION

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

Under the California Public Employment Relations Board (PERB) procedures, PERB appointed Renée Mayne to serve as the Neutral Factfinder Panel Chair. The District selected Paul Boylan as the Panel Member to represent the Employer, and the California Teachers Association selected Mark Mitchell to represent the Union. (PERB Letter dated May 5, 2021)

The factfinding hearing convened virtually on May 24, 2021. The parties had full opportunity to present and submit relevant exhibits and evidence and discuss and argue the issues in dispute. The parties agreed that all the impasse procedural requirements had been met, and the matter was properly before the Factfinding Panel to issue their recommendations to resolve the collective bargaining dispute. The factfinding record officially closed on June 2, 2021.

ISSUES AT IMPASSE

During the factfinding hearing, the parties presented relevant exhibits, testimony, and information regarding the three outstanding issues at an impasse: grievance arbitration, health insurance, and salary. Following the hearing, during the May 25, 2021 panel phone conference, the District and Union panel members concurred there was an agreement between the parties on the issues of health insurance (for the Employer to pay the October 1, 2021 increase in the Kaiser High rate for Employee-Only), and grievance arbitration (to remain status quo). The remaining issue at an impasse is the teachers' salaries for fiscal years 2020-21 and 2021-22.

GOVERNING STATUTE

The Educational Employment Relations Act Government Code section 3548.2(b) sets forth the criteria for the factfinding panel to establish their findings and recommendations:

> 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.

SUMMARY OF FACTS

District Description

The Twin Hills Union School District is located in Sonoma County, California. The District has four schools. Apple Blossom Elementary School is a traditional academic school for students in kindergarten through 5th grade. Twin Hills Charter Middle School is also a traditional academic school for grades 6th through 8th. Sun Ridge Charter School is a Waldorf-methods program for students in kindergarten through 8th grade. Orchard View School is an independent study charter school for students in kindergarten through 12th grade. There are 57 teachers in the Twin Hills Teachers Association bargaining unit. (E:3; U:B)[1]

The Impasse in Collective Bargaining

After six negotiation sessions, the District and Union jointly filed for impasse proceedings with PERB on February 8, 2021. PERB determined an impasse existed between the parties, and a state mediator was assigned to resolve their dispute. On April 12, 2021, the state mediator declared the parties were unable to settle their dispute, and the mediator certified them to factfinding. On May 12, 2021, the teachers voted to strike if factfinding did not resolve the impasse in collective bargaining. The teachers voted 98% in favor of striking. (E.8-17; U: A-News Article)

Factfinding Hearing Testimony

The Union presented as its opening statement twelve written testimonials by District teachers. The teachers described their low pay and high cost of dependent health insurance, and Sonoma County's steep cost of living, as the primary reasons the parties were at an impasse. Their written statements described that while they work 10-to-12-hour days with their teaching responsibilities, some teachers were forced to work second and third jobs to maintain their financial stability. The Union said that the impact of Covid-19 plus the local economic conditions caused severe stress on teachers, which in turn affected their students' education.

A teacher at Apple Blossom Elementary School for the past 25 years said, "When I first started teaching, we had a competitive salary with neighboring districts, and we had full benefits for not only ourselves but for our entire families. Over the years, as our district's reserves have grown, instead of spending our funds on our school's most important resource, the teachers, the District has chosen to save way over our district's requirements of a 17% reserve." She went on

[1] Citations: Employer – (E) and Union – (U)

to say, “This year, of all years, to fight with us regarding a salary increase, after we have reinvented ourselves, worked excessive hours, given up so much of our own time that could have been spent with our families, truly adds insult to injury.” (U:A)

From Twin Hills Charter Middle School, a teacher stated, “When I started 24 years ago, Twin Hills was in the top three highest paying districts in the county, attractive both in reputation and salary.” She asked, “Please figure out prioritizing students first by prioritizing teachers first. It is critical to the staff and district’s survival.” Another teacher, from Sun Ridge Charter School, said, “Never have I worked for a school district that doesn’t cover medical benefits for dependents at a reasonable rate.” She went on to say that she could not afford the $14,000 annual cost through the District for medical insurance for her children. Instead, her children qualified for Medi-Cal because her pay was so low. (U:A)

A teacher working at Apple Blossom Elementary School for 11 years wrote, “I am a single mother with a 13-year daughter, and still cannot afford to provide her, her own bedroom as a renter, nor save enough money to buy a house in Sonoma County. My rent has more than doubled since I moved to Sonoma County. I had to move many times, and I had to live with housemates in order to survive. Meanwhile, the reality of having to supervise my daughter’s education at the same time of fulfilling my contracted duties during the COVID-19 pandemic has caused me excessive amounts of stress.” An Orchard View School teacher said, “Each month we struggle to pay our bills before running out of money. Recently, we have begun going to pick up from the free food distribution each week to stretch our dollars further.” (U:A)

Parties’ Salary Offers at an Impasse

The parties are significantly apart on their last salary offers. The District’s proposal was 2% off the salary schedule as a one-time payment for 2020-21, and the Union proposed 5% on the salary schedule, effective July 1, 2020. The parties' second year offers would be effective on July 1, 2021. The District proposed 2% on schedule, and the Union proposed 7% on schedule. (E:77)

District's Salary Arguments

The District has several concerns about the Union's salary proposals. First, the District's cost of living adjustment from the state for 2020-21 currently remains at zero, and the two-year cost of the Union's salary proposal is $1,060.888. Further, the District has a 'me-too practice' to provide District employees with the same salary increases. Therefore, each percentage increase in salary would cost the District $88,407 (versus $56,158 for the teachers only). The District's past salary increases for teachers showed that teachers' salary increases totaled 26.50% between 2013-14 and 2019-20, compared to the state consumer price index of 18.15% and the state's statutory cost of living adjustment of 11.95% during that same period. (E:26)

The District argued that its salaries are competitive. Its service days are lower than many other districts, and its per diem for BA+30 at Step 1 ranked 10th among 19 of the school districts it surveyed. Within that same group of comparators, the District ranked 15th for BA+60 Step 10. For the maximum salary, the District ranked 13th. (E:80-83)

The District also argued that it required less academic rigor to reach the top of the salary schedule and was ranked 13th among its comparators. The District said its step increases averaged 2% and that it provided excellent health and welfare benefits to its teachers. (E:87-88)

The District's finances are governed by the state's Local Control Funding Formula (LCFF). Its unduplicated pupil percentage is 27.94%, below the state's 55% requirement for the District to be eligible for concentrated grant funding (up to 50%) for students who are English learners, in foster care, or eligible for free or reduced meals. This district is near the bottom of LCFF funding among the District's comparators because it does not receive concentration grant funds. Further, the District experienced declining enrollment before the pandemic.

According to a report to the Board of Trustees on May 13, 2021, the district-wide attendance in September 2015 was 1,253 students, and in September 2019, it was 1,152 students, a decline of 9.2%. Yet, the District averred that it demonstrated its commitment to its teachers by spending more of its average daily attendance (ADA) revenue on certificated non-management salaries than most of its selected comparative districts. (E:27-31;33-34;35-36;39-54) (U:Brief)

The District budgeted one-time funds for one-time expenses in its annual budget. The District also received one-time state and federal stimulus funds, and it is anticipated to receive federal stimulus funds through 2024. The District's superintendent maintained that the federal funds are not intended for across-the-board salary increases but direct Covid-19 related expenses. (E:56-59;60-61).

The District's Board established a 17% reserve fund, though it was recommended to maintain a 4% reserve for economic uncertainties. However, small districts have diseconomies of scale and must keep sufficient funds for unexpected expenses or changes in the economy. This District maintains a greater than 17% reserve for these reasons. (E: 62;66)

In April 2021, the California median housing price was $813,980, and the Sonoma County median housing price was $777,500. The District said it is aware of how expensive housing is in Sonoma County and the surrounding counties. Because 70% of the Twin Hills charter school students reside outside the District, for the 2019-20 school year, the District received $890,000 in supplemental state funding for the out-of-district students. The District estimated it would receive $800,000 in supplemental funding for the 2020-21 fiscal year. Regarding the cost of the District's retirement contribution to CalSTRS in 2020-21, CalSTRS planned a 1% increase in each year for 2021-22 and 2022-23. However, Governor Newsom recently pledged funds to pay down a portion of the unfunded liability for CalSTRS. Another rising state cost is the unemployment insurance rate, which is scheduled to increase from .05% to 1.23%. However, the District believes the Governor may pay this increase down with other state funding. (E:68;71;72; Brief:2)

Union's Salary Arguments

The Union provided a June 2019 quote from the Sonoma County-region newspaper, The Press-Democrat, that said, "Santa Rosa ranks among the five least affordable cities for teachers to live in the U.S." (Santa Rosa is nine miles from the Twin Hills district office.) According to data provided by the Union, in 2019-20, the average teacher salary in California was $84,531 versus the District's average salary of $69,594. The Union also compared the District's average and highest teacher salaries to the Heber Elementary School District in Imperial County. Heber's highest salary is $114,308, and their average salary is $84,278, with a typical home price of $275,583. The Union said that if the Heber Elementary School District could provide its teachers with a living wage, the Twin Hills Union School District could as well. (U:A.9-10)

The Union provided published articles about the state of public teaching in the U.S. One article, "How Many Teachers are Highly Stressed, Maybe More than You Think, (NEA Today, 2018), stated that research showed teachers are struggling to cope with the unreasonable demands of the job. In another article, titled "Why Teachers Leave – Or Don't: A Look at the Numbers" (Education Week, May 2021), research showed 54% of teachers are likely to leave their jobs within the next two years. The article also said that voluntary resignations were 34% likely among teachers before the pandemic. A March 2019 article from the Economic Policy Institute titled "The Teacher Shortage is Real, Large and Growing, and Worse Than We Thought" described how a shortage of teachers would harm students, teachers, and the entire public education system. Another article titled "Teachers Contend with Stress as Distance Learning Endures" described the adverse impact of distant learning on educators during the pandemic (LA Daily News). A 2020 article in Education Week that the Union submitted was titled "Beyond Tired and Stressed: Teachers with Kids Strained by Lack of Child Care." (U:A)

In January 2021, during successor contract negotiations with the District, the Union showed how Twin Hills' General Fund revenue was 101% of the state average of funding per student for elementary school districts. It also showed that Twin Hills ranked fourth of five local districts in Sonoma County for minimum and maximum teacher salaries based upon 184 service days. The four comparator districts were Gravenstein, Forestville, and Oak Grove, and only Sebastopol was below Twin Hills. (U:D)

The Union also charged the District with non-compliance with EERA section 3543.7 subsection (1) state and federal laws that are applicable to the Employer, which includes the duty to negotiate in good faith. The Union alleged that the District had adopted its budget before contract negotiations began with the teachers, thereby disadvantaging the collective bargaining process for their teachers. Also, the Union pointed out that in 2019-20, Twin Hills spent 61.15% of its budget on classroom compensation, a mere 1.15% above the state minimum of 60%. Further, the Union said that, on average, 85% of a school district's unrestricted General Fund expenditures are allocated toward employee compensation. According to the Union, the District spent 70.92% of its unrestricted General Fund revenue on all employee salaries and benefits in 2019-20. (U:F.3)

The Union said its proposals are in the interests and welfare of the public, as required under EERA subsection 3543.7 (3). Also, under the same subsection, the Union maintained the District had the financial ability to pay the Union's proposals. The Union said while the state minimum reserve for Twin Hills was 4%, the unaudited actual amount the District is holding is 39.96%, equaling $3,993,256 in total unrestricted funds, at a time when teachers are experiencing a cost-of-living crisis. Yet, the entire Twin Hills teachers' salary cost amounts to $3,203,380. According to the Union, the value of a 1% salary increase is $49,757. The Union advocated for the District to spend some of its reserves to raise the teachers' salaries. The Union held that the teachers are closest to the students, and the District should prioritize the teachers' services. (U:E.3:28-29;F.1)

POSITION OF THE DISTRICT

Due to the uncertainty of the state's economic future and stimulus funding limitations, the District could not afford the salary increases the Union demanded. Further, the District was not willing to use one-time funds for recurring expenses. Based upon the foregoing, the District's salary proposal for 2% off-schedule in 2020-21 and 2% on-schedule in 2021-22 is reasonable.

POSITION OF THE UNION

The District's teachers voted overwhelmingly to strike because they are exhausted from trying to survive on salaries starkly below the cost of living in Sonoma County. The Union averred that an unprecedented amount of money was coming to the District in Proposition 98 state funding and state and federal stimulus funds. Therefore, the District could use one-time funds to increase the teachers' salaries. Without a significant salary offer, the teachers plan to strike on the first day of the new school year. For these reasons, the Union's salary offer remained at 5% retroactive to July 1, 2020, and 7% on July 1, 2021.

NEUTRAL FACTFINDER PANEL CHAIR DISCUSSION

The Neutral finds the District's concerns for its future fiscal year budgets are legitimate. The short and long-term impacts of the pandemic remain uncertain. There are no reliable predictions that will inform the District whether Covid-19 will stay as a significant threat or if the state economy will decline, leading to drastic reductions in funding. It is unknown if the nation's inflation rate will remain modest or rise sharply, causing operating costs to increase dramatically. Uncertainty also exists as to the impact on the District's budget and staffing levels stemming from declines in student enrollment. While public education is constantly evolving, its future is more unknown today than before the pandemic. Yet, the District is in the business of public education, and it must retain qualified, certificated educators. Therefore, the Neutral recommends the District redouble its efforts in future budgets to reduce its overhead and other costs not directly related to teaching to increase the teachers' salaries and benefits substantially.

The Neutral's budgetary recommendation is informed in part by the convincing evidence provided by the Union that the teaching profession is in a crisis. Coincidental to the timing of this factfinding mission to resolve the collective bargaining impasse and avoid the planned teachers' strike, the New York Times published an essay on May 28, 2021, titled "The Case for Paying Teachers Six Figures." The author, Colette Coleman, a former teacher, described the same salary and benefit conditions the District's teachers explained in their written testimonials. The thesis of Ms. Coleman's essay is that many teachers may leave their school district or entirely leave their profession (as she did) for a more secure financial status that would lead to a better quality of life.

The most compelling evidence presented in the hearing is the quality-of-life issues experienced by the teachers who live in Sonoma County and their sacrifices to work for Twin Hills. The common thread in their written testimonials is that they cannot afford to work for the District on their current salaries. It is not unreasonable for the Union to assert that students in the classroom feel the teachers' economic stress.

Ultimately, the decision to resolve this collective bargaining dispute is with the Board of Trustees. The Neutral Factfinder Panel Chair recommends that the Board authorize the following salary recommendation to resolve this dispute: 4% off-schedule for the fiscal year 2020-21, and 4% on-schedule for 2021-22. This amount is double what the Board had authorized for a two-year agreement. In the next round of negotiations, for 2022-23 and beyond, a revision of the District's budget to prioritize the teachers' salaries and benefits will lead to more creative and collaborative labor-management agreements that strengthen the students' education.

NEUTRAL FACTFINDER PANEL CHAIR RECOMMENDATIONS

The Factfinding Panel respectfully submits this Factfinding Report to the Twin Hills Union School District and the Twin Hills Teachers Association, CTA-NEA.

In accordance with the Educational Employment Relations Act Government Code section 3548.2(b) subsections (1), (2), (3), (4), (5), (6), and (7), the Neutral Factfinder Panel Chair recommends the District and Union resolve the impasse in collective bargaining for a successor agreement by mutually agreeing to and ratifying the following recommendations:

A. Salary: 4% off-schedule for the fiscal year 2020-21, and 4% on-schedule for 2021-22.

B. Labor-Management Committee: The parties shall form a standing labor-management committee for the District Superintendent and Board of Trustees to obtain input from the Union in preparation for the next District budget and successor contract negotiations.

Renée Mayne
RENÉE MAYNE
NEUTRAL FACTFINDER PANEL CHAIR

June 3, 2021
Date

FACTFINDER FOR THE DISTRICT: PAUL BOYLAN, Attorney for the District, concurred with the recommendations contained in this Factfinding Report.

FACTFINDER FOR THE UNION: MARK MITCHELL, Regional Uniserv Staff with the California Teachers Association, dissented with the recommendations contained in this Factfinding Report.

June 3, 2021

Dissent in PERB Fact Finding Case SF-IM-3294-E

Dear Ms. Mayne:

This communication constitutes my dissent on behalf of Twin Hills teachers regarding your final report as Chair in this case.

School district budgets are moral documents that express a district's values. The Chair's report rightly and emphatically concludes that Twin Hills teachers are not being valued or prioritized in the Twin Hills budget:

- "…the Neutral recommends the District redouble its efforts in future budgets to reduce its overhead and other costs not directly related to teaching to increase the teachers' salaries and benefits substantially."
- "The Neutral's budgetary recommendation is informed in part by the convincing evidence provided by the Union that the teaching profession is in a crisis. Coincidental to the timing of this factfinding mission to resolve the collective bargaining impasse and avoid the planned teachers' strike, the New York Times published an essay on May 28, 2021, titled "The Case for Paying Teachers Six Figures." The author, Colette Coleman, a former teacher, described the same salary and benefit conditions the District's teachers explained in their written testimonials. The thesis of Ms. Coleman's essay is that many teachers may leave their school district or entirely leave their profession (as she did) for a more secure financial status that would lead to a better quality of life."
- "The most compelling evidence presented in the hearing is the quality-of-life issues experienced by the teachers who live in Sonoma County and their sacrifices to work for Twin Hills. The common thread in their written testimonials is that they cannot afford to work for the District on their current salaries. It is not unreasonable for the Union to assert that students in the classroom feel the teachers' economic stress."
- "Ultimately, the decision to resolve this collective bargaining dispute is with the Board of Trustees…In the next round of negotiations, for 2022-23 and beyond, a revision of the District's budget to prioritize the teachers' salaries and benefits will lead to more creative and collaborative labor-management agreements that strengthen the students' education."

Unfortunately, the Chair contradicts those same sound conclusions by the recommendations in the final report. Instead of meaningful and respectful movement to compensate Twin Hills teachers fairly, the Chair suggest an unacceptable continuation of the dire status quo. Instead of recommending a union contract that will meaningfully address the financial calamity faced by Twin Hills teachers, the Chair prescribes a one-time bonus, i.e. no raise, for the 2020-2021 school year, and a mere 4% raise for the 2021-2022 school year. If her recommendation were implemented, it would further aggravate and perpetuate the ongoing and unsustainable devaluation and deprioritization of Twin Hills educators in the district's budget. In fact, with the Consumer Price Index for the San Francisco Bay Area rising over 3.8% over the past year, the Chair's recommendation would in fact constitute an effective pay cut for Twin Hills teachers. That would be absolutely unacceptable.

This puzzling conclusion is justified by the Chair's curious fear of "uncertainty" in the future, even though this instant proceeding only pertains to a union contract through June 2022, a mere 12 months away. 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 education, including the Twin hills district. Perhaps not since the times of Governor Edmund G. Brown and President Lyndon B. Johnson, has public education in our state been more supported or more well-funded. Just yesterday, June 2, 2021, it was reported at Edsource.org that the California Legislature intends to apportion billions more dollars, beyond the unprecedented sums in Governor Newsom's May revised budget for 2021-2022: "The Legislative Analyst's higher revenue forecast would create more education funding. Proposition 98, the formula that determines the K-12 and community colleges' portion of the general fund, would raise $2.3 billion above Newsom's latest proposed budget to a record $96.1 billion next year." And this is apart from the billions of dollars in COVID-related state and federal funding already approved for use through 2024 in California public schools. The Chair's recommendations seem even more unjustified when we consider that Twin Hills district has squirreled away over $4 million in unrestricted reserves from its impoverished 57 teachers and their students.

In stark contrast to the Chair's meager recommendation here, teachers across Sonoma County have been achieving meaningful increases in their compensation, through winning new union contracts which respect educators' important contributions to their students, their districts and to our community here in Sonoma County. These agreements demonstrate that Sonoma County school districts do not share the Chair's puzzling uncertainty regarding the future. Many other local districts have used the unparalleled funding they are receiving to invest significantly, including through multi-year agreements, in teacher compensation and working conditions, and consequently in students' learning conditions. For example, Sebastopol Union, which is right next to Twin Hills and which was negotiating for the same timeframe, has agreed to a 2-year union contract with a 6% on-schedule wage increase this year and another 5% on-schedule increase for the coming year, plus an increase of thousands of dollars per educator in raising the district's contribution to healthcare to the statewide average. Sebastopol Union has similar levels of unrestricted reserves to Twin Hills at 49.87%. Santa Rosa teachers, with the incoming Twin Hills superintendent at the bargaining table, recently achieved a 3-year agreement featuring on-schedule annual increases of 6.5%, 4.5% and 4%, plus significant healthcare increases. Santa Rosa's unrestricted reserves are much less than Twin Hills at 11.20% according to their latest Unaudited Actuals financial report. Rohnert Park teachers were also able to obtain a multi-year agreement after the Governor announced his proposed budget in January 2021 and with a new superintendent in place. It is a 2-year deal with on-schedule wage increases totaling 3.84% going back all the way to July 1, 2019 (1.84% wage increase for 2019-20 retroactive to July 1, 2019 and a 2% wage increase for 2020-21 retroactive to July 1, 2020). Rohnert Park district's unrestricted reserves are even less than Santa Rosa's at 7.28%, light years below Twin Hills astronomical 40% in unrestricted reserves.

As further illustration that Twin Hills teachers deserve more, below is a list of other recent agreements that the Union highlighted in its presentation, closing statements, and verbally throughout this factfinding process:

Geyserville – 1 year deal with a 5% wage increase plus elimination of steps plus significant increases to steps 16-24.
West Side Union – 3 year deal with a 3.5% wage increase for 2020-21, 5% for 2021-22, and 4.5% for 2022-23 plus significant healthcare increases.
Roseland – 1 year deal with 5% wage increases for 2021-22 and the elimination of a 2-tier healthcare system.
Bellevue Union - 3 year union contract – 5% for 20-21, 4% for 21-22, and COLA or 2% whichever is greater for 22-23; $2000 on medical as of 7-1-21 & $1000 more on medical as of 7-1-22
Kenwood – 1 year deal of 4% wage increase plus a 2% bonus.
Rincon Valley Union – 2-year deal with a 4% wage increase for each year. (*In the last phone conference, the Chair misunderstood this agreement to be the same as her recommendation here instead of both years being on-schedule wage increases).

Healdsburg – 1 year deal with a 7.5% wage increase plus the potential for more increases based on some contingencies.

These agreements reveal that what is in fact certain is that school districts will have more money than ever given the record high Prop. 98 funding plus state and federal COVID-related additional funds. Teachers greatly appreciate and recognize the Chair's diagnosis of the problem, but her remedy is misguided and out of line with actual facts regarding public education funding, and inconsistent with agreements across Sonoma County. Furthermore, Twin Hills is so far behind in bargaining that all this talk about the future budgets and future uncertainty is not at all on point given that the agreement at issue here would end in a year – June 30, 2022. The law (EERA 3543.7) requires that the parties "begin negotiations prior to the adoption of the final budget for the ensuing year sufficiently in advance of such adoption date so that there is adequate time for agreement to be reached, or for the resolution of an impasse." As pointed out by the Union, later this month (June 2021), the district will adopt its second budget in the last two years without planning for or prioritizing its teachers. Now, not in the future, is the time for the Twin Hills district to do what the Chair suggests:

- "…redouble its efforts..to reduce its overhead and other costs not directly related to teaching to increase the teachers' salaries and benefits substantially;" and
- "…a revision of the District's budget to prioritize the teachers' salaries and benefits…"

The Twin Hills Union School Board should follow the lead of its local Sonoma County school board peers and immediately implement the Twin Hills teachers' proposal for a 2-year agreement at 5% on-schedule for 2020-2021 and 7% on-schedule for 2021-2022.

Please attach this dissent to the final decision to be filed with the parties and with PERB.

Thank you for your service to the parties.

Sincerely,

Mark Erwin Mitchell
Regional UniServ Staff
California Teachers Association

PROOF OF SERVICE

I am a resident of the State of California. I am employed in the County of Sacramento. My business name is Renée Mayne, Labor-ADR. My business address is Post Office Box 1827, Sacramento, California 95812. I am over the age of 18 years. On June 3, 2021, I served the Factfinding Report for the Twin Hills Unified School District and Twin Hills Teachers Association, CTA-NEA (PERB Case No. SF-IM-3294-E) on the parties named below:

Laura Davis
Supervising Regional Attorney
Public Employment Relations Board
laura.davis@perb.ca.gov

John Gray, President and CEO
School Services of California, Inc.
johng@sscal.com

Paul N. Boylan, District Counsel
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Public Employment Relations Board
factfinding@perb.ca.gov

Mark Mitchell, Regional Uniserv Staff
California Teachers Association, NEA
mmitchell@cta.org

Erik Fernandez, Regional Uniserv Staff
California Teachers Association, NEA
efernandez@cta.org

I declare that the document was served in the manner described below:

___ By U.S. Mail: I placed a true copy of the document enclosed in a sealed envelope, for collection and delivery by the U.S. Postal Service, with postage and all other costs prepaid, to each party's address.

___ By Hand Delivery: I placed a true copy of the document enclosed in a sealed envelope. I hand delivered the envelopes to each party's address.

✓ By Electronic Mail: I electronically transmitted a true copy of the document via the Internet to each party's email address.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct. Executed on June 3, 2021, in Sacramento, California.

Renée Mayne

Renée Mayne