

February 23, 2010

Dr. Roberta Mahler, Interim Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Dear Dr. Mahler,

Your latest publication on the district website, "Getting past the misinformation" (February 19, 2010) ironically contains so much misinformation itself, that I must insist that it be taken off the website immediately.

The misinformation begins in the opening paragraph with a blatantly false statement: "*..., in the weeks following the good-faith effort, CUEA has violated an agreement with the neutral Fact-Finding Chair to curtail public discussion of the substance of those closed-door mediations sessions.*" There was no such agreement to withhold information about our proposal to our members.

Continuing, the document states: "*During fact finding, the CUEA bargaining team offered-but the district rejected- close to an 8% cut in teacher compensation. The union has never officially made such a proposal.*" Another falsehood. We did present a proposal to the CUSD bargaining team. This proposal, while meeting the district *more than half way*, consists of temporary pay concessions in the form of furlough days and health benefits modifications, unlike the permanent salary pay cuts proposed by CUSD.

Additionally, the document states: "*The Governor's proposal seeks to shave administrative costs,...to 15% of the total budget. CUSD's current administrative costs for these items stands at 13.79% of its total budget,... Under the Governor's proposal, CUSD qualifies for a waiver which eliminates the need to make further administrative cuts.*" This is completely inaccurate. There has been no proposal made by the Governor that speaks to a waiver for administrative cuts. School Services of California, which is the consultant that CUSD hires and all school districts go to for budget advice published on February 12, 2010, this statement regarding the Governor's proposal to cut administration, "The Governor has yet to release trailer bill language specifying how local educational agencies will be affected by the proposed \$1.5 billion in targeted administrative reductions,...At this point in time, we do not know what provisions will exist for districts that have made cuts..."

Further down the first page, this statement appears in regards to HMO Plan C: “*This concession could not be implemented because a minimum number of **teachers did not volunteer** to move to the Plan C offering.*” This half-truth left out a critical piece of information: that Plan C failed because, unbeknownst to CUEA when it was proposed, the Monarch Doctor’s group was not included. This fact, *and this fact alone*, is to blame for the failure of Plan C. You, however, imply that it was the teachers’ fault.

The point of Plan C was an “out of the box” attempt to meet the district’s concern of rising health benefits cost; yet it is “spun” so as to deflect poorly on teachers. Why is that so? Perhaps it is because the district only wants one solution to health insurance costs: premium caps, a plan which will cripple teachers’ pay long after you have left this district.

On the second page is found this statement: “*Contracting with attorneys is related to claims and actions which are most often outside the control of the district.*” This is usually true, **except** when the school board chooses to sue the Orange County Dept of Ed’s County Committee; or when the school board hires a law firm specifically to get rid of a superintendent; or when the school board’s political supporters sue the district for monetary compensation; or when the school board’s political supporters have the cities they represent, Ranch Santa Margarita and Mission Viejo, sue the school district.

The document concludes with this statement that CUEA said that: “*The management bargaining team refused to engage in mediation or more negotiations with CUEA after fact finding was completed.*” Just last Friday as you may recall, myself and Christine Balentine, CTA Executive Director, came to your office specifically to discuss how we could continue the negotiation process. We reiterated several times our interest in continuing talks between the two bargaining teams, but left, unfortunately, with no date scheduled.

Dr. Mahler, arriving upon a mutually-agreed-to settlement in which teachers are asked to take pay cuts is difficult enough, without the district exacerbating the situation.

Publishing a document full of such falsehoods and half-truths does not meet the desired goal of a settlement. That is why it is imperative that this document be taken off the CUSD website.

Sincerely,

Vicki Soderberg, President, CUEA

cc: CUEA bargaining unit members