

**Tentative Agreement between the
Sacramento City Unified School District and the
Sacramento City Teachers Association
2019-2022 Successor Contract and COVID/Reopening Schools Negotiations**

April 3, 2022

Recognizing the parties have been in prolonged labor negotiations over COVID/Reopening Schools and a successor contract and acknowledging that the COVID-19 pandemic has presented extreme challenges for students, employees, and families, in the interest of resolving the outstanding issues between the parties and ending the current strike, the Sacramento City Unified School District and the Sacramento City Teachers Association (SCTA) hereby agree as follows related to the 2019-2022 successor collective bargaining agreement and the 2021-2022 COVID/Reopening Schools negotiations:

1. COVID/Reopening Schools Negotiations

The District and SCTA agree that the following proposals completely resolve the parties' COVID/Reopening Schools negotiations for the 2021-2022 school year:

- a. Proposal on COVID Health and Safety and Independent Study dated April 3, 2022.
- b. Proposal on Substitutes, Combined Classes and Extra Work dated April 3, 2022.
- c. Tentative Agreement Between SCUSD and SCTA on Extra Work for School Nurses dated March 26, 2022.
- d. Tentative Agreement on Training Specialists dated March 26, 2022.

2. Successor Contract Negotiation

The Collective Bargaining Agreement will be extended through June 30, 2023, except as noted in Paragraph 9 (reopeners) with the following changes:

a. **Article 5 Hours of Employment**

Salary Increase for 2022-2023 for Three Additional Professional

Development Days: Three (3) additional professional development days will be added for the 2022-2023 school year only with a payment for these days.

The three (3) additional professional development days will be added to the 2022-2023 Calendar for all members and will be scheduled for August 29, 30, and 31, 2022, except that professional development days for staff at New Joseph Bonnheim Elementary and New Tech High School will be scheduled for the three work-days immediately preceding their start date.

The three (3) Professional Development days will be added to unit members' compensation and the SCTA salary schedules, as an extension to the Calendar

from 181 days to 184 days for the 2022-2023 school year only and meets the employees' CalSTRS pension credit and obligations.

On or before April 29, 2022, the District will share the content of and schedule for the Professional Development with SCTA, which will include building on the prior work during the current school year related to implicit bias and anti-racist training. The District will consult with the SCTA Equity Committee and representatives from EPOCH around the implicit bias and anti-racist training. The District will also consult with SCTA around the remaining professional development content for the 2022-2023 school year related to Multi-Tiered Systems of Support (MTSS) and Universal Design for Learning.

For those employees in special education, Early Learning and Care, and those with services credentials, the District will share the content of and schedule for the Professional Development with SCTA, that will include implicit bias and anti-racist training as well as more focused professional development more directly related to their discipline. The District will consult with SCTA around the remaining professional development content.

These Professional Development Days are mandatory and any employee who fails to attend or who does not have an excused absence will not receive pay for the days missed.

The Calendar will revert back to 181 days for the 2023-2024 school year and the three additional Professional Development Days come off the salary schedules.

b. **Article 12 Compensation**

3% One-time Stipend for 2019-2020: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2019-2020 school year will receive a one-time stipend in the amount of 3% of their base 2019-2020 salary. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

3% One-time Stipend for 2020-2021: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2020-2021 school year will receive a one-time stipend in the amount of 3% of their base 2020-2021 salary. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

4% Ongoing Salary Increase for 2021-2022: The certificated salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.

One-time payment of \$1,250 for 2021-2022: Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$1,250. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

c. **Article 13 Employee Benefits**

Article 13 of the Collective Bargaining Agreement between the District and SCTA, as amended by the November 5, 2017 Tentative Agreement, is amended as follows:

13.1 **Health Insurance**

13.1.1 and 13.1.1.1 are deleted and replaced with:

13.1.1. The District shall provide all eligible employees with a choice of the Kaiser HMO Health plan and a mutually agreed upon alternative plan(s), which is currently HealthNet. Summary plan descriptions of the health plans are included in Appendix X.

13.1.1.1 The Board shall fully pay the cost of the above health insurance plans for eligible employees, and will pay one hundred percent (100%) of the premium cost for those dependents, including domestic partners and spouses covered by the plans. In the event that a unit member has a spouse or domestic partner who is also employed by the District, the District shall pay only for one plan to cover the unit member and his/her spouse/domestic partner, provided that the benefits for any individual teacher are not reduced.

13.1.2 The District and SCTA shall meet on or before April 20, 2022, to research health and welfare benefit provider pools and/or additional benefit provider options to increase benefit plan choices for employees. In the event that an agreement offering additional plans is not reached by August 31, 2022, the parties may mutually agree on any additional plans that will

be offered to employees and in the event plan changes are agreed to by the District and SCTA, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.1.

- 13.1.3 **Maintenance of Benefit Levels.** Any alternative plan selected by the District and SCTA pursuant to 13.1.1 shall provide both equivalent covered benefits and an equivalent level of actuarial value to the existing HealthNet plan. "Actuarial value" means the overall percentage of expected medical costs that the health plan will cover, taking into account out-of-pocket maximums, co-payments, coinsurance or other financial characteristics of the overall plan design. Actuarial value shall be calculated in accordance with generally accepted actuarial principles and methodologies. In reviewing alternative plans, the District and SCTA shall assess the extent to which these plans maintain a provider network similar to the provider network currently available to unit members enrolled in HealthNet as of April 3, 2022.
- 13.1.4 In the event plan changes are agreed to on or before August 31, 2022, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.
- 13.1.5 The annual anniversary date for health plan coverage and changes shall be January 1 with a plan year from January 1 to December 31 of any given year. If the parties agree to change benefits to a multi-employer purchasing pool, the anniversary date will be established by the multi-employer purchasing pool.
- 13.1.6 District savings for purposes of this section shall be defined as the difference between the total amount actually paid for health and welfare benefits for SCTA unit member premium costs before the benefit plan change as compared to the amount actually paid for health and welfare benefits for SCTA unit member premium costs after any plan changes and employee selection of plans has occurred. The calculation shall be based on the list of covered employees who participate in open enrollment. The overall health plan savings will be determined using the following method.
- 13.1.6.1 The current spending on health insurance (prior to any plan changes and selections taking effect) shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment

category. Such calculation shall determine the “baseline cost total.”

13.1.6.2 The new spending on health insurance shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the “new cost total.”

13.1.6.3 The “new cost total” will be subtracted from the “baseline cost total,” to determine the “total health plan savings.”

13.1.6.4 The above savings calculation shall apply to the open enrollment period only.

13.1.7 After the total health plan savings are calculated, the savings will be allocated beginning at the commencement of the next school year following the implementation of plan changes in the following priority order for the subsequent school year. In the event the total health plan savings is insufficient to fully fund each of the priorities, the savings will be used to fund the priorities in order and to the fullest extent of the available funding. Savings generated from total health plan savings prior to the start of the school year may be allocated by the District at its discretion. For example, if the parties agree to a health plan change that is implemented in January 2023, the District may allocate the savings achieved from January 2023 to the commencement of the 2023-24 school year at its discretion.

13.1.7.1 After determining the total health plan savings from plan changes pursuant to 13.1.1, the District and SCTA will meet to determine the number of FTE that will be added based on the total health plan savings. The District and SCTA agree that the FTE to be added will be for positions that directly support the District’s Multi-Tiered Systems of Support (MTSS) framework for enhancing equitable learning for all students. For purposes of determining how many positions will be added as the result of the total health plan savings, the salary will be determined using the average teacher salary, plus the average cost of health insurance, plus the average cost of statutory benefits. The total health plan savings shall be divided by the average teacher salary to determine the total number of FTE that may be hired using the total health plan savings. If, after

budgeting and posting for these positions, the District is unable to hire the requisite number of FTE, the District will be deemed compliant with this section by maintaining the budget and posting of the positions unless and until a reduction in force is necessary.

13.1.8 Employees who are enrolled in a District benefit plan and who show proof of other comparable health and welfare benefits and elect to disenroll or not to enroll in the District's benefit plan will receive \$250 per month as cash in lieu of benefits. The savings generated to the District by offering cash-in-lieu will not be considered "savings" for purposes of section 13.1.6 above.

3. **Student Assessments:** The District and SCTA will convene the Assessment Committee on or before May 1, 2022 to develop processes for monitoring student progress to further the work on MTSS and establish the common assessments.
4. **No Other Contract Changes:** All other terms of the July 1, 2016 to June 30, 2019 contract shall remain in full force and effect, except as modified by this Agreement.
5. **Creation of Working Group to Discuss Changes to Article 8 and Academic Calendar to Address Impediments, Including Timelines, to Filling Vacancies:** The District and SCTA will convene a working group to review the school calendar and Article 8, Vacancies and Transfers, to address impediments to filling vacancies and staffing our schools, and provide other recommendations related to the recruitment and retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee.
6. **Creation of Workgroup to Address Ongoing Issues in Special Education, including Complying with Compensatory Services and Other Matters:** For the 2022-2023 school year only, the parties will create a Special Education Workgroup to discuss ongoing issues related to Special Education. The parties agree to meet at least every other month. [Not CBA language]
7. **Creation of Workgroup to Address Ongoing Issues in Early Learning and Care, including the Implementation of Expanded Pre-K and TK:** For the 2022-2023 school year only, the parties will create a Early Learning and Care Workgroup to discuss ongoing issues related to Child Development. The parties agree to meet at least every other month. [Not CBA language]
8. **Completion of Negotiations:** The parties agree that this Agreement closes all negotiations for the period of July 1, 2019 through June 30, 2022. The parties further agree that this Agreement closes all negotiations, except for reopeners on salary and one additional article selected by the District and one additional article selected by SCTA, for the period of July 1, 2022 to June 30, 2023

9. **Commitment to Start Negotiations on New Contract:** The parties will agree to resume negotiations on reopeners on or before December 1, 2022, with the shared goal of reaching agreement as soon as possible prior to the start of the 2023-2024 school year. The parties will meet not less than twice a month to make progress toward this goal. It is understood that the parties reserve the right to maintain their respective bargaining positions on all issues when negotiations resume for a successor contract. The District and SCTA agree that Article 12, Compensation, will be reopened for the 2022-2023 contract term, plus one additional article selected by the District and one additional article selected by SCTA.
10. **Withdrawal of Pending Unfair Practice Charges and Grievances:** The District and SCTA are committed to move forward in a positive direction and build on the momentum in reaching this Agreement. To that end, SCTA agrees to withdraw, with prejudice, all of its pending unfair practice charges filed against the District: PERB Case Nos. SA-CE-3041, SA-CE 3049, SA-CE 3070, SA-CE 3073, SA-CE 3075, SA-CE 3079, unnumbered unfair practice charge filed March 23, 2022, and AAA Case No. 01-22-0000-8245.

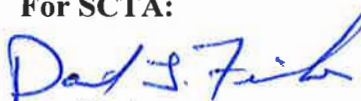
For the District:



Superintendent
Jorge A. Aguilar

Date: April 3, 2022

For SCTA:



President
David Fisher

Date: April 3, 2022