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FF-596

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6 Factfinding Chairperson

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FACTFINDING PROCEEDINGS PURSUANT TO CALIFORNIA

9

GOVERNMENT CODE: SECTIONS 3548.2 AND 3548.3

10

11 In the matter of factfinding) Case No.: PERB SA-IM-2689-E
12 between the)
13 SACRAMENTO CITY UNIFIED SCHOOL)
DISTRICT)
14 and the)
15 SACRAMENTO CITY TEACHERS)
ASSOCIATION) Date: August 5, 2003

17

Factfinding Panel:

18

THOMAS L. HODGES, Chairperson
RON BENNETT, District appointed panel member
YALE WISHNICK, Association appointed panel member

19

20

Appearances:

21

For the Association: For the District:

22

23 Manuel Villareal	Bruce Sarchet	Randy Gish
Darrell Gifford	Rhonda Pacheco	Joan Polster
Benee Hopson	Carol Mignone	Kathleen Whalen
24 Robert Lynch	Joan Butt	Patty Hagemeyer
Mellissa Stepanick	Marianne Clemmens	Brad Louie
25 Bev Braverman	Sandra Green	
26 Ward V. Rountree, III.		
Marcie Launey		

27

Date of Hearing: June 24, 2003

28

1

INTRODUCTION

2

The hearing in the above-entitled matter began at 9:00 A. M. on Tuesday, June 24, 2003 at the Sacramento County Office of Education. Prior to the start of the hearing the factfinding panel met briefly in closed session. After introductions, the Chairperson announced that while information might be presented by the parties concerning the 2003-04 school year, the factfinding report would deal with issues raised in 2002-03.

9

The Chairperson then described the order of presentation and enumerated the issues that were before the panel. Each party distributed binders containing the documentary evidence relating to the issues. The Association then proceeded with its presentation on the issues of wages and benefits.

14

During the presentations, it became apparent to the panel that each party had expended extraordinary effort in preparing materials and in organizing their respective presentations.

17

ISSUES

18

The following issues were presented to the panel:

19

The Association addressed and presented evidence on the following:

21

- Wages
- Health benefits
- Elementary teacher preparation time
- Retirement enhancement (CASA)
- Duration

22

23

24

The Association withdrew its proposal for additional benefit coverage for new retirees citing the successful implementation of the Voluntary Early Retirement Incentive Program.

27

The District addressed and presented evidence on the following:

28

1 Wages
2 Health benefits (inclusive of new employee
3 retirement benefits)
4 Hours of work
5 Evaluation
6 Peer assistance Review
7 Duration

8 As the hearing progressed, each party was able to raise
9 questions concerning the respective presentations and had a full
10 opportunity to present rebuttal information. Each party
11 presented supplemental documentary evidence during the process.

12 **RECOMMENDATIONS**

13 **I. WAGES**

14 The Chairperson recommends that the certificated bargaining
15 unit be accorded a 2% salary schedule increase, retroactive to
16 July 1, 2002.

17 **Discussion**

18 The Association proposed a 3.5% salary schedule increase for
19 2002-03. The District proposed no schedule increase. The
20 parties each presented information on comparative salaries and
21 benefits. While the comparison school districts used by the
22 parties vary, there are some reasonable conclusions that can be
23 drawn from the respective data. Of the 20 districts selected by
24 the Association as comparisons, 10 had settled for salary
25 schedule increases for 2002-03 of between 2 % and 2.37%. Even
26 though two districts had settled for 1% and 1.2% respectively,
27 the average settlement was 1.99% While the average including all
28 the 0% districts results in an overall 1.3% increase, the mode is
2% . (See Association Table S-1) The Association's comparable
data indicates that application of a 2% factor to the lowest
starting salary for the 2002-03 school year would move it from

1 rank 16 to 13 within the 20 comparison districts. Rank 13 is
2 consistent with the 2001-02 rank of 14. Thus, application of the
3 2 % schedule increase will in general terms maintain the
4 District's lowest starting salary ranking within the
5 Association's comparison districts.

6 An analysis of the Association' data regarding maximum
7 salaries shows that a 2% schedule increase would improve the
8 district rank from 9 to 6 in its comparison districts, which
9 relevant to 2001-02, maintains its 6th position. Comparing the
10 top salary for 2002-03 with Elk Grove and San Juan Unified school
11 districts reveals that application of a 2% increase would improve
12 the district's rank from two to one, but the difference between
13 the top two would be approximately \$800.00. (Table S-14)

14 The Association presented other comparison data on 20 year
15 and 25 year earnings, which generally ranked the district at the
16 lowest end of its comparison districts. (Table S-12)

17 The District utilized a different set of comparison school
18 districts all of which are unified. Additionally, the District
19 computed regional and statewide averages to include in its 1 to
20 15 ranking displays. District Table 11, for example, arrays data
21 of combined lowest scheduled salary with average compensation for
22 health and welfare benefits. In that array, which reflects 2001-
23 02 data, the combined total compensation amounts place the
24 district in rank 3. The remaining district tables and
25 accompanying graphic displays illustrate rankings relative to its
26 comparison districts based upon various salary schedule
27 placements and like table 11 incorporate average health and
28 welfare benefit contributions as a factor of compensation.

1 The District data generally reflects that in the maximum
2 salary/benefit category it ranks number 1. (See Table 14) The
3 District ranks 5th at the BA+30, step 1 schedule placement. (See
4 Table 12) It ranks 12th at the BA+60, step 10 placement, (See
5 Table 13) and ranks 6th in average salary plus average health
6 benefits. (See Table 15) All District comparison tables and
7 graphs reflected 2001-02 data.

8 The Association in tables S-7, S-8, and S-9 presented
9 similarly combined salary/benefit data using its comparison
10 districts. Table S-7, using lowest starting salary plus average
11 benefits as of 2001-02 places the district at rank 14. Table S-8
12 using maximum salaries plus benefits as of 2001-02 places the
13 district at rank 7. Table S-9, using average salaries and
14 benefits as of 2001-02 places the district at rank 15.

15 The teaching staff enjoys a substantial maximum salary as
16 illustrated by the comparison data submitted by each party. The
17 district ranks number 1 in maximum salary according to the
18 District's comparisons. The association's "Large 20 District"
19 comparison ranks the district number 7 in maximum salary (See
20 **supra**). Within its "Large Local Three" comparison which
21 incorporates 2002-03 data, the District currently ranks 3rd;
22 however, application of a 2% schedule increase would make it
23 number 1.

24 Data reflecting salaries and/or benefit compensation
25 generally shows that except in the maximum salary category, the
26 district does not rank number 1. Moreover, one of the three
27 unified school districts that are utilized by both parties as
28 comparisons has granted a 2% increase. A second common comparison

1 district has granted a 2.37% increase. An additional 6 districts
2 in the Association's comparisons (Table S-1) have granted
3 increases of 2%. The panel believes that a 2% salary schedule
4 adjustment for the 2002-03 school year will generally maintain
5 the district's salary position in categories other than maximum
6 salary. That the 2% will improve the district's maximum salary
7 position to number one as compared with the nearby "Large Three
8 Local Districts" is not as dramatic as it appears, since the
9 difference between the number 1 district and the number 2
10 district would be marginal.

11 Moreover, the District did not put forth an ability to pay
12 argument with respect to the Association salary proposal.
13 Improvement of the 2002-03 salary schedule by 2% retroactive to
14 July 1, 2002, is justified by the comparison data submitted by
15 both parties.

16 **II. HEALTH BENEFITS**

17 **A. Cost Containment**

18 The Chairperson recommends that a "floating" cap on health
19 benefits be established at the Kaiser premium level. The panel
20 further recommends that co-payments in the amount of \$15.00 for
21 medical office visits and Pharmaceuticals be established, and
22 that the cap and co-pays apply to all covered employees,
23 including retirees. Additionally, the panel recommends the
24 "floating cap" and co-pays be established effective July 1, 2002,
25 but that implementation only be effective beginning July 1, 2003.

26 **Discussion**

27 The District presented data that the average cost of health
28 and welfare benefits increased 16.2% for 2002-03. Pursuant to its

1 obligation not to alter the status quo provisions of the
2 collective bargaining agreement, the District absorbed this
3 increase. Additionally, the District provides lifetime health
4 benefits for its retirees. The District presented credible
5 evidence that it presently faces an unfunded liability of
6 approximately \$345 million dollars based upon its obligation to
7 pay the entire cost of health benefits for active and retired
8 employees.

9 Additionally, in 2001-02 the District ranked number 1 in its
10 average and maximum contributions to health benefits compared
11 with the unified districts used by the District for comparison.
12 The average contribution exceeds the statewide unified average
13 included in District Graph 7. The Association in its Table F-3
14 reported that the average district contribution for 2001-02 was
15 \$6,509.00. This contribution ranked the district 7 in the
16 Association's 20 comparison districts. Application of the 16.2%
17 increase to this amount brings the average contribution for 2002-
18 03 to \$7,563.00.

19 While debate between the parties may continue over the
20 relative position of the District among other districts with
21 reference to its contribution to health benefits, they together,
22 have a greater obligation to act to reduce the unfunded liability
23 of \$345 million dollars that has been created by the District's
24 willingness to provide health benefits at no cost to both active
25 and retired employees.

26 During the hearing the parties were asked to calculate the
27 estimated savings to the district of implementing the "floating"
28 cap, co-pay proposal. The parties independently calculated those

1 annual savings to be about \$3 million dollars. All or a portion
2 of those savings could be dedicated to reducing the \$345 million
3 liability.

4 Furthermore, the District presented data that within its
5 comparison districts it was alone in not having a "cap" on health
6 benefit dollar contributions. (See District Article 13, Reason 1)

7 During the hearing, the Chairperson raised the question of
8 whether the District had investigated the possibility that
9 retirees might acquire eligibility for Parts A and B medicare
10 coverage. The Chairperson urges the parties to pursue this
11 possibility as an additional method of reducing the costs of
12 health care coverage.

13 Further, the parties are encouraged to continue researching
14 the Trust approach to purchasing health benefits. (Appendix H of
15 Article 13 of the current agreement reflects this notion) Multi-
16 entity Trusts (Districts, COE's) may acquire market place
17 purchasing advantages.

18 While the "floating" cap and co-pay proposal will result in
19 some out-of-pocket expenditures for employees, they will still
20 have the option of electing coverage from the three plan options
21 now available.

22 **B. Retiree Benefit coverage—new employees**

23 The Chairperson does not recommend this proposal.

24 **Discussion**

25 The District, as part of its proposal on Health Benefits,
26 proposed to limit such coverage to age 65 for employees hired on
27 or after July 1, 2003. Currently the District provides lifetime
28 health benefit coverage to retirees.

1 The proposal raises serious legal and ethical questions.
2 The provision of lesser retirement benefits to future retirees
3 based upon date of hire raises both equal pay and constitutional
4 equal protection issues. Legal issues aside, the proposal
5 creates a morale issue by creating classes of employees each with
6 significantly different overall compensation packages.

7 **III. ENHANCED PENSION BENEFITS**

8 The Chairperson does not recommend this proposal.

9 **Discussion**

10 The Association proposed that its members be covered by a
11 supplemental pension plan identical to that provided to District
12 administrators who are currently covered by a supplemental
13 pension plan administered by the California Administrative
14 Services Authority, (CASA) an entity formed by agreement with the
15 District and the Yolo County Office of Education.

16 According to documents submitted by the Association, the
17 District had to borrow 6.5 million dollars on or about 2002 in
18 order to provide for a then anticipated unfunded liability for
19 the CASA plan of approximately 5 million dollars.

20 Since the number of classroom teachers significantly exceeds
21 the number of administrative personnel, the panel fears that the
22 liability created by implementing a "CASA" type plan providing
23 pension supplements to STRS allowances would be prohibitive.

24 **IV. ELEMENTARY TEACHER PREPARATION TIME**

25 The Chairperson does not recommend this proposal.

26 **Discussion**

27 The Association proposed that elementary teachers be
28 accorded an additional 90 minutes of preparation time. Since

1 elementary teachers typically maintain self-contained classrooms,
2 the usual and customary method of providing preparation time is
3 to employ specialists teachers who release the regular teacher
4 for preparation activities and provide instruction in other
5 subjects, e. g. art, science, music.

6 While the Chairperson recognizes that preparation time may
7 result in improved instruction and academic achievement in math
8 and language arts, the Association stated that its proposal would
9 require the employment of 25 additional teachers. The
10 Association's Table S-7, showed the 2001-02 lowest starting salary
11 plus average health benefits as \$42,291.00. 25 additional
12 teachers would add about a million dollars to the District's
13 recurring costs. Given the current tenuous nature of the State's
14 financial condition and the District's unfunded liability for
15 health benefit costs, it is fiscally unwise to implement this
16 proposal.

17 **IV. INCREASE IN INSTRUCTIONAL MINUTES**

18 The Chairperson recommends no change in the teacher workday,
19 but recommends that the District proposal be referred to a joint
20 committee for further study.

21 Discussion

22 The District proposed that the teacher workday be altered to
23 provide for 18 minutes per day of increased instructional time.
24 Presently, the teacher workday provides that teachers be present
25 15 minutes before and 15 minutes after the instructional day,
26 with some exceptions, i. e. on Fridays and days preceding
27 holidays or vacation periods, the 15 minutes after the
28 instructional day is not required.

1 Generally, though, there are 30 minutes of daily non-
2 instructional time that could be converted to instructional
3 minutes. However, there are some considerations that must be
4 addressed with respect to such conversion.

5 First, the Chairperson supports the premise that increased
6 instructional time will result in improved student achievement.
7 However, the District proposal also refers to the "banking" of
8 time that will result from an increase in instructional minutes.
9 Apparently, as those minutes are added daily, the district will
10 be able to schedule more shortened days than are now provided for
11 in the calendar. The shortened instructional days will enable
12 teachers of common grade levels to engage in "horizontal"
13 articulation in math and language arts.

14 While the thrust of the proposal is to improve student
15 achievement, there needs to be additional planning done to more
16 clearly establish (a) What will happen in classrooms with the
17 additional 18 minutes that will have a direct impact on
18 achievement, and (b) What will happen on additional staff
19 development days that will have a measurable effect on student
20 achievement.

21 Moreover, there is a substantive difference between before
22 class "supervision" or "miscellaneous non-teaching duty" minutes.
23 and instructional minutes. Testimony was given by Association
24 members that the before and after school duties are not uniform
25 in nature and vary from day to day. The use of instructional
26 minutes requires careful planning to insure the time is tailored
27 to individual student learning and clearly connected to increased
28 achievement. Because of this fundamental difference, the parties

1 must revisit the issue of compensation for any increased
2 instructional time even though the overall workday time would not
3 increase.

4 **V. EVALUATION**

5 The Chairperson recommends no change in the current
6 evaluation form or process, but recommends that this proposal be
7 referred to a joint committee for further study.

8 **Discussion**

9 The District proposed the use of a new evaluation form and a
10 host of changes in the collective bargaining agreement language
11 concerning evaluation.

12 The District utilized the "California Standards for the
13 Teaching Profession" publication as the basis for the revisions
14 to the criteria for teacher evaluation. The panel supports this
15 effort. As California moves to a standards based approach to
16 curriculum development and instruction it is wholly consistent to
17 employ standards based evaluation instruments.

18 In this case, however, the Chairperson believes that other
19 matters relating to staff evaluation need to be addressed by
20 reconsideration of the format of the proposed new form.

21 First, the proposed form contains no provision for either
22 excellent or outstanding ratings. The Chairperson believes that
23 exemplary performance should be acknowledged. The panel notes
24 that the District in Reason Three of Issue #6 (PAR) quotes Ed.
25 Code § 44501 (c), "The consulting teacher shall have demonstrated
26 exemplary teaching ability. . ." (emphasis added) Second, the
27 evaluation form does not provide for the existence or
28 acknowledgement of any conditions that may impede meeting the

1 standards listed. The District also has proposed eliminating the
2 "working conditions" provision of the CBA evaluation article.

3 In a District as large and complex as Sacramento City, it
4 would not be uncommon for a number of conditions to exist that
5 might reasonably impede meeting all the standards in the newly
6 proposed form. For example, testimony was introduced at the
7 hearing that presently not all staff members obligated to use the
8 standardized math and language arts materials, have those
9 materials.

10 Therefore, the new form needs to capture in some way the
11 principle that there may be conditions over which individual
12 teachers have no control that adversely impact the teaching
13 process. Third, the front page of the proposed form contains the
14 provisions of referral to the PAR (Peer Assistance Review)
15 process. Perhaps those referral options could be on the last
16 page of the document.

17 **VI. PAR (PEER ASSISTANCE REVIEW)**

18 The Chairperson recommends continuation of the PAR
19 provisions in the existing collective bargaining agreement, and
20 the participation of the Association therein.

21 **Discussion**

22 The District presented substantial evidence that the current
23 CBA contains a Peer Assistance Review program and procedure.
24 Pursuant to the status quo principle, neither party can
25 unilaterally alter the terms of a CBA, even though the agreement
26 may have expired. The Association's refusal to participate in the
27 program is the functional equivalent of removing the provision
28 from the contract, a violation of the status quo as well as a

1 breach of contract. Additionally, the incorporation of the PAR
2 provisions into the CBA creates a binding agreement that survives
3 the loss of State funds appropriated expressly for the purpose of
4 encouraging districts to create such programs.

5 Aside from the legal/technical arguments that support
6 continuation of the PAR program, the purpose of the program is to
7 provide assistance and support to staff members who may not have
8 had the opportunity to acquire the teaching skills possessed by
9 others with the ultimate goal of improving student performance.
10 Moreover, in its present form it is voluntary.

11 **VI. DURATION**

12 The Chairperson recommends that the existing agreement
13 incorporate those matters recommended by the panel into a
14 successor agreement that expires June 30, 2004.

15 **Discussion**

16 First, the issues of increased instructional minutes and
17 evaluation procedures should be subjected to joint committee
18 review during the 2003-2004 in order that some agreement on these
19 issues might be incorporated into a contract beginning July 1,
20 2004.

21 Second, because of the tenuous financial status of the
22 State, compensation issues should be re-examined at the end of
23 the current fiscal year.

24 Since 2002-03 has elapsed, the panel in essence proposes a
25 one-year agreement in order that the parties remain flexible in
26 relation to State finances and have the opportunity to reach
27 agreement on the instructional issues considered in this
28 factfinding as well as others that may arise.

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CONCLUSION

The Chairperson commends the parties for their thoughtful presentations and hopes that this report may be of use to them in reaching agreement.

**Thomas L. Hodges,
Panel Chairperson**

August ~~5~~ 2003

Case Short Title: In re Factfinding Sacramento City USD/Sacramento
City Teachers Association
Case No. PERB Case No. SA-IM-2689-E

PROOF OF SERVICE

I am a citizen of the United States, a resident of the County of El Dorado and member of the California State Bar. I am over the age of 18 years and not a party to the within above-entitled action. My business address is 1288 Oro Loma Drive, Placerville, CA 95667.

On August 5, 2003 I served the within:

FACTFINDING REPORT AND RECOMMENDATIONS

XXXXXXX On all parties in said action by faxing the above-entitled document to Mr. Ron Bennett at 916-446-2011 and to Dr. Yale Wishnick at 916-452-4675.

I, Thomas L. Hodges, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 5, 2003 at Placerville, California.

In the Matter of:

August 5, 2004

Factfinding between the
Sacramento City Unified School District
and the
Sacramento City Teachers Association

Dissent in Part To Factfinding Report for Sacramento City Unified School District

Concurrence: I fully concur with the recommendations of the Chairperson with respect to Section II, Health Benefits, Section III, Enhanced Pension Benefits, Section IV, Elementary Teacher Preparation Time, and Section VI, Peer Assistance and Review.

Non-concurrence, Section I, Wages: I do not concur with the recommendation of the Chairperson with respect to Section I, Wages. The District clearly demonstrated that teacher salaries in the District are more than comparable to other similar situated districts, that past compensation increases have exceeded increases in both the Consumer Price Index and cost of living increases (COLA) provided by the state, and that total compensation, including salary, employee benefits, and lifetime postretirement benefits, are among the highest in the state.

In determining comparability, it is not necessary that the District be the highest in the comparable group, only that it be comparable. At most compensation points included in the data presented by both the District and the union, the District is well above the mid-point. In fact, the Chairperson correctly points out that at the high end of the salary schedule implementation of the recommended salary increase would move from number 2 to number 1 even before including the extraordinarily generous benefit plan offered by the District. A salary increase is not needed for the District to remain comparable.

The District is also required to show maintenance of effort in compensation. The District presented, without contradiction from the union, information showing that the cost of employee health benefits increased by 16.5%, an average of \$1,054 per bargaining unit member, during 2002-03. The District also presented information showing that the average teacher salary is \$52,591. The District received approximately a 2% COLA from the state, and had it been passed on in salary, teachers would have received about \$1,052 each. Instead, teachers got the full 2% COLA, but in the form of increased district contribution for benefits—not salary. Nevertheless, total compensation was increased by the amount of the COLA.

Additionally, compensation was increased by the payment of increased salary for seniority and professional growth, step and column. These increases average between 2% and 4% for teachers who remain in the District. They are automatic, and are on top of any negotiated salary increase. Between increased contribution for benefits and step and column increases, teachers received more than double the amount represented by the COLA the District received from the state. This is a substantial maintenance of effort.

As an alternative recommendation, I believe that any increase in salary should be prospective only and should be tied to a reduction in benefits costs. I do not agree that a salary increase should be applied retro-actively to a year in which the District has already made such a substantial contribution to increased compensation.

Non-concurrence, Section IV, Instructional Minutes: I do not concur with the recommendations of the Chairperson with respect to the recommendations on instructional minutes. Teachers are already paid for every minute that they are required to be on campus. The District's proposal is that 18 minutes of paid time be used to improve for instruction of students rather than other duties is reasonable. Teachers are employees, not volunteers; they are paid by the district to perform duties that the District believes will benefit students most.

The District presented substantial credible evidence that student performance, while improving, is still below acceptable levels and must continue to be improved. This is a "tipping point" for the District's drive to continue momentum for improving student test scores, and to prepare students for the future that awaits them.

- The District's efforts have involved teachers, and many have indicated their desire *to* have additional class room time. Teachers have correctly recognized that more time on task with highly qualified teachers will improve student performance. This could be accomplished under district's proposal without increasing length of teachers' workday.
- Principals are, by state law, held accountable for the performance of the students at their school. The site administrator must have the required flexibility to determine the schedule-necessary to maximize educational benefits to students based upon the school's needs. Current contract language is unduly restrictive and usurps prerogatives that should reside with the person accountable for the results of the school site—the Principal.
- Finally, teachers are paid the same rate for not teaching, as they are for teaching. I cannot agree with the view of the Chairperson that teachers should be paid a second time for time that is already paid at the rate for teaching, which is what the District wants them to do during that time. That teachers should be paid twice when asked to teach, rather than not teach during the paid duty day, does not stand the test of reason or logic.

In summary, I believe that the District's primary obligation is to its students and that more instructional time within the duty teachers are already paid for would be to the benefit of those students. Current contract language does not serve the interests of students or the community.

Non-concurrence, Section V, Evaluation: I cannot concur with the recommendation of the Chairperson with respect to recommendations on the evaluation article. It has been 30+ years since the evaluation instrument has changed. It is outmoded, antiquated, and is not standards based. Because it is not standards based, it is not in congruence with current teaching standards, instructional materials standards, testing standards or student achievement standards.

The current evaluation process does not reflect measurement of the elements that are now, 30 years later, reflective of what the District and the State of California expect from teachers. The deficiencies noted by the Chairperson in the proposed evaluation form do not, in my view,

constitute good reason to abandon the quest for standards-based evaluation. The District proposal to adopt an evaluation instrument based on California Standards for the Teaching

Profession (CSTP) as the District evidence shows has been done by most comparable districts is reasonable and should be supported by the panel.

Non-concurrence, Section VI, Duration: The Chairperson has proposed a contract expiration date of June 30, 2004. The District has proposed a contract period from July 1, 2002 through June 30, 2005. I support that duration given that the first year has passed and by the time an agreement is reached and ratified, the parties will be well into the second year of the agreement. A two-year agreement as proposed by the Chairperson does not serve the interests of the community because it forces the parties to immediately resume bargaining on the heels of a year and a half of contentious bargaining, impasse, and factfinding on the current contract. I believe this will have a negative impact on students and on the community and therefore support a three-year agreement.

Ron Bennett
Panel Member for the District

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Ron Bennett

Panel Member for the District

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FACT-FINDING PROCEEDING PURSUANT TO CALIFORNIA
GOVERNMENT CODE SECTIONS 3548.2 AND 3548.3

In the matter of fact-finding)

between the)

SACRAMENTO CITY UNIFIED)
SCHOOL DISTRICT)

and the)

SACRAMENTO CITY TEACHERS)
ASSOCIATION)

Case No.: PERB SA-IM-2689-E

ASSOCIATION'S CONCURRENCE
AND DISSENT TO FACT-FINDING
REPORT AND RECOMMENDATIONS

Fact-finding Panel:

Thomas L. Hodges
Ron Bennett
Yale S. Wishnick, Ed.D.

Chairperson
District Appointed Panel Member
Association Appointed Panel Member

Appearances:

For the Association:

Manuel Villarreal
Darrell Gilford
Benee Hopson
Robert Lynch
Mellissa Stepanick
Bev Braverman

For the District:

Bruce Sarchet
Rhonda Pacheco
Carol Mignone
Joan Butt
Marianne Clemmens
Sandra Green

Randy Gish
Joan Polster
Kathleen Whalen
Patty Hagemeyer
Brad Louie

Hearing Date:

June 24, 2003

As a panel member for the Fact-finding between the Sacramento City Unified School District and the Sacramento City Teachers Association, I write my concurrence in part, and my dissent in part from the panel chair's recommendations issued in the report dated July 18, 2003. My recommendations are based both on the evidence presented at the fact-finding hearing as well as what I consider to be in the best interests of the students served by the Sacramento City Unified School District, the Sacramento community, and the dedicated teachers who work tirelessly on behalf of Sacramento's children. Today, it has become all too common to balance school district budgets on the *backs* of teachers. I believe we should not look for the quick fix - we can do better.

CONCURRENCE

I concur with the panel chair's recommendation on Wages, Retiree Benefit Coverage - New Employees, Enhanced Pension Benefits, Increase in Instructional Minutes (hours of work), and Evaluation.

DISSENT

Health Benefits - I must dissent to the Chairperson's recommendation to make unilateral changes to the certificated employees' health benefits. My dissent is based on several reasons: (1) the lack of credible evidence presented by the District, (2) the evidence of statewide comparability data presented by the Association, (3) the inability of the Panel to offer a recommendation for the 2003-04 school year and (4) the historical weight of the health benefits issue as it relates to previous negotiations.

(1) The Lack of Credible Evidence Presented by the District

The District has not provided any objective evidence suggesting that teacher health benefits should be reduced or that the students or community would be better served by such action. As a result of previous negotiations, the Association and the District have jointly set a high standard for teacher health benefits that should be admired. Instead of reducing this standard, other Districts should make efforts to improve the overall health benefits for teachers. In addition, the fact that the District did not put forth an ability to pay argument supports a continuation of the current health benefits plan.

(2) The Evidence of Statewide Comparability Data

Both the Association and the District provided comparability data in support their respective positions. However, neither the Association nor the District were able to present any evidence that their particular comparability set should take precedence. However, that said, the Association's comparability data was posited as being historically accepted and supported by both parties in previous negotiations.

(3) The Inability of the Panel to offer a Recommendation for the 2003-04 School Year

Based on the agreement between the Association and the District, it is inappropriate and not in the best interests of both parties for a recommendation to be made for the 2003-04 school year. Such a recommendation is troubling and problematic in that it is based on assumptions that have no way of being verified. Further, a recommendation for the 2003-04 school year prevents the Association from bargaining a successor contract and provides the District an unfair advantage.

(4) The Historical Weight of the Health Benefits

The health benefits plan for bargaining unit members is a unique program based on the give-and-take of previous negotiations. Concessions made by the Association in wages and other economic areas have resulted in the current health benefits plan. As a result, changes in the health benefits program would have an adverse impact on a number of teachers and place the Association in an unfair advantage. Therefore, any final settlement should not detract from the current health benefit practice; unless and until both the Association and the District reach an agreement that is satisfactory to both parties.

Elementary Teacher Preparation Time - I recommend that the District re-prioritize its budget categories and agree to the Association proposal to increase elementary teacher preparation time so that elementary students receive additional music and arts instruction. Further, elementary preparation time would provide teachers with additional time during the regular workday to meet the ever increasing demands that the State and Federal Governments have placed upon them. The only logical way to mitigate this increase in workload is through additional preparation time. Further, Sacramento elementary age children deserve to have a well rounded educational experience that includes the fine arts and music.

PAR - I recommend that the parties return to the bargaining table and continue to negotiate a PAR Program that meets their respective interests.

DURATION- I recommend that the parties continue to meet and negotiate to ^{determine} determine
the the appropriate duration of an agreement that is satisfactory to their mutual interests.

For the Association

8/5/03

~~Yale~~ Yale Wishnick, Ed.D