



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: March 15, 2012

Subject: AB1200 Disclosure of Cost of the Agreement with United Professional Educators (UPE) Pursuant to Government Code Section 3547.5 and Approval of Tentative Agreement with United Professional Educators (UPE)

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☒ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Human Resource Services

Recommendation: AB1200 Disclosure of Cost of the Agreement with United Professional Educators (UPE) Pursuant to Government Code Section 3547.5 and Approval of Tentative Agreement with United Professional Educators (UPE)

Background/Rationale: Government Code § 3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented.

Included are the Cost of the Agreement (Attachment A) and Tentative Agreement (Attachment B).

Financial Considerations: See Attachment A

Documents Attached:

1. Executive Summary
2. Attachment A - Cost of the Agreement
3. Attachment B - Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Jess Serna, Chief Human Resource Officer

Approved by: Jonathan P. Raymond, Superintendent

Board of Education Executive Summary

Human Resource Services – AB1200 Disclosure and Tentative Agreement

I. Overview/History:

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB1200 Disclosure provides a summary of the major provisions of the newly negotiated collective bargaining agreement. In addition, the cost of the contract for the current year and the subsequent two years must also be presented to the public prior to final approval.

II. Driving Governance:

- Board Policy – Administrative Regulation 4243.1 – Public Notice – Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 – Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.
- Government Code 3540.2 – A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. Budget Impact – See Cost of the Agreement

IV. Goals, Objectives and Measures:

United Professional Educators (UPE) and the District, negotiated for over a year before filing impasse and moving through the fact finding process. During the fact finding process the state mediator assisted with bringing both parties together to discuss a tentative agreement. The terms and conditions of the agreement are outlined in the Letter of Agreement signed by the parties on February 27, 2012.

Board of Education Executive Summary

Human Resource Services – AB1200 Disclosure and Tentative Agreement

V. Major Initiatives:

The agreement allows for a three year extension of the contract with the following provisions:

- During the 2011-12 fiscal year, UPE members will accept two (2) furlough days to be designated as June 15, 2012 and the last work day for each UPE member (dependent on their calendar).
- During the 2012-13 fiscal year, UPE members will accept five (5) furlough days. The days will be determined by mutual agreement of the parties.
- During the 2012-13 fiscal year, either party may re-open negotiations regarding Article 8, Compensation.
- During the 2013-14 fiscal year, the District shall pay 75% of the cost of CalPERS Kaiser single coverage including dental and vision for each unit member who chooses to enroll. This payment shall be separate from unit members' salaries.
- During the 2013-14 fiscal year, either party may re-open negotiations regarding Article 8, Compensation.

VI. Results:

Good faith bargaining between the parties resulted in a signed agreement between United Professional Educators (UPE) and the Sacramento City Unified School District.

VII. Next Steps:

Approve AB1200 Disclosure of Cost of the Agreement and Tentative Agreement with the United Professional Educators (UPE) and the Sacramento City Unified School District.

ATTACHMENT A

**REVIEW OF COSTS OF TENTATIVE AGREEMENT
BETWEEN**

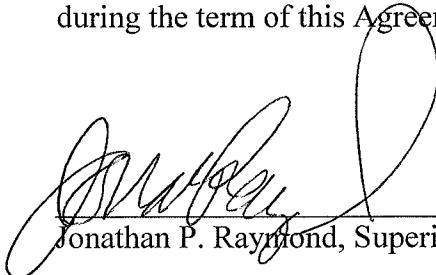
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
UNITED PROFESSIONAL EDUCATORS (UPE)**

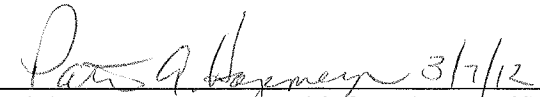
Pursuant to AB 1200, a summary of the major provisions of the newly negotiated collective bargaining agreement must be presented for public comment prior to board approval. In addition, the cost of the contract for the current year and the subsequent two years must also be presented to the public prior to final approval.

The cost items contained in this agreement include the implementation of two furlough days for the 2011-2012 school year, five furlough days for the 2012-13 school year resulting in an adjustment to the salary schedule, and a District contribution to health benefits for the 2013-14 school year. The savings or cost of the agreement is as follows:

Contract Year	General Purpose Funding	All Other Funding
2011-2012	(\$109,230)	(\$20,120)
2012-2013	(\$273,075)	(\$50,290)
2013-2014	\$385,870	\$68,000

The Superintendent and Chief Business Officer certify in writing that the savings or cost of the agreement incurred by the school district under this Agreement can be met by the District during the term of this Agreement.


Jonathan P. Raymond, Superintendent


Patricia A. Hagemeyer, Chief Business Officer

TENTATIVE AGREEMENT REACHED IN FACTFINDING MEDIATION

FEBRUARY 27, 2012

**Sacramento City Unified School District
and
United Professional Educators**

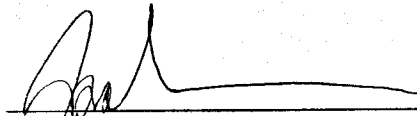
2011-2012, 2012-2013 and 2013-2014 Fiscal Years

The Sacramento City Unified School District ("District") and the United Professional Educators ("UPE"), collectively referred to as "the parties," have considered their mutual interests and recognize the value and benefit of a positive long-term relationship. Accordingly, the parties agree as follows:

1. The term of the parties' collective bargaining agreement shall be extended from July 1, 2011, through June 30, 2014.
2. For the 2011-2012 fiscal year, the parties agree to the following:
 - a. Each unit member's work year and corresponding compensation shall be reduced by two days. The days that shall be eliminated from each unit member's work year shall be non-work days, and shall be taken on June 15, 2012, and the last day of each unit member's work year.
 - 1) For 2011-2012, the UPE salary schedule shall be reduced to reflect the two-day reduction.
 - 2) The reduction in compensation described in paragraph 2. a. 1) above shall be spread equally over the remainder of the 2011-2012 school year.
 - 3) The District shall implement the work year reduction to avoid impacting service credit toward retirement to the extent allowed by law.
 - b. Unit members shall pay the cost increase for their health benefits during the 2011-2012 fiscal year in lieu of reducing their work year by a third day.
 - c. The parties shall negotiate regarding Article 5, Evaluations with the goal to design and develop a new evaluation process to be piloted in the 2012-2013 school year, and implemented in the 2013-2014 school year.
 - d. The terms of the parties' collective bargaining agreement shall remain the same except as described in paragraphs 2. a. and c. above.
3. For the 2012-2013 fiscal year, the parties agree to the following:

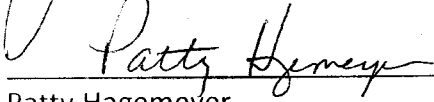
- a. Each unit member's work year and corresponding compensation shall be reduced by five days. The days that shall be eliminated from each unit member's work year shall be non-work days, and shall be taken on days designated by the District in consultation with UPE.
 - 1) For 2012-2013, the UPE salary schedule shall be reduced to reflect the five-day reduction.
 - 2) The reduction in compensation described in paragraph 3. a. 1) above shall be spread equally over the 2012-2013 school year, so that unit members' compensation is roughly the same each pay period.
 - 3) The District shall implement the work year reduction to avoid impacting service credit toward retirement to the extent allowed by law.
 - b. Either party may re-open negotiations regarding financial issues.
 - c. The terms of the parties' collective bargaining agreement shall remain the same except as described in paragraphs 3. a. and b. above.
4. For the 2013-2014 fiscal year, the parties agree to the following:
- a. Effective July 1, 2013, the District shall contribute 75% of the cost of CalPERS Kaiser single party health coverage and 100% of the cost of CalPERS single party dental and vision coverage for each unit member who chooses to enroll. These contributions shall be separate from unit members' salaries. Unit members shall be responsible for the balance of the premium cost by monthly payroll deduction in advance of the month of coverage.
 - b. Either party may re-open negotiations regarding financial issues.
 - c. The terms of the parties' collective bargaining agreement shall remain the same except as described in paragraphs a. and b. above.
5. The parties agree to keep this Agreement confidential until it is ratified by UPE and approved by the District's Board of Education.
6. This tentative agreement shall not be effective until and unless it has been approved by the District's Board of Education and ratified by UPE. The District's and UPE's bargaining team members acknowledge that by their signatures below they are entering into a good faith commitment to secure approval of this Agreement.

For the Sacramento City Unified District:



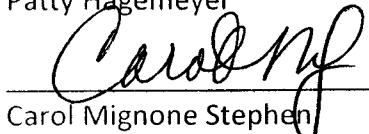
Jess Serna

Date: 2/27/12



Patty Hagemeyer

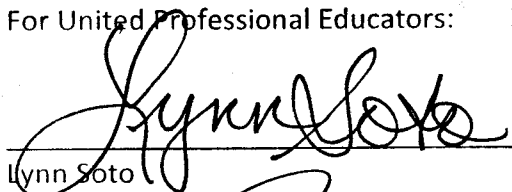
Date: 2/27/12



Carol Mignone

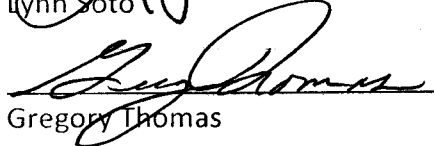
Date: 2-27-12

For United Professional Educators:



Lynn Soto

Date: 2/27/2012



Gregory Thomas

Date: 2/27/12