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GDSSC COURTHOUSE
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

1 Sloan R. Simmons, SBN 233752
Erin M. Hamor, SBN 306673

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5 Attorneys for Plaintiff
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

10 SACRAMENTO CITY UNIFIED SCHOOL
11 DISTRICT,

12 Plaintiff,

13 vs.

14 SACRAMENTO CITY TEACHERS
15 ASSOCIATION, CTA/NEA; and DOES 1-10,

16 Defendants.

Case No.

**COMPLAINT AND REQUEST FOR
DECLARATORY RELIEF**

**(Exempt from filing fees pursuant to Gov.
Code, § 6103)**

LOZANO SMITH
One Capitol Mall, Suite 640 Sacramento, California 95814
Tel 916-329-7433 Fax 916-329-9050

1 Plaintiff SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“Plaintiff” or “District”)
2 submits this Complaint and Request for Declaratory Relief (“Complaint”)¹ against Defendant
3 SACRAMENTO CITY TEACHERS ASSOCIATION, CTA/NEA, and DOES 1-10 (“Defendants” or
4 “SCTA”), and alleges as follows:

5 INTRODUCTION

6 1. On November 5, 2017, Sacramento Mayor Darrell Steinberg arranged a meeting between
7 District Superintendent Jorge Aguilar and representatives of SCTA, in an effort to avert a teacher strike
8 following months of contract negotiations leading to impasse and fact-finding over salary increases for
9 certificated employees. At the meeting, the Mayor drafted a handwritten document titled a “framework
10 agreement,” signed by all parties, and setting forth the terms discussed during the meeting, including
11 discussion related to certificated employee salaries.

12 2. The District understood the framework agreement to be an agreement, in part, to later
13 meet and finalize a mutually agreeable adjustment to the salary schedule, not to exceed a total District
14 expenditure of 3.5%, but did not understand the framework agreement to bind the District to a set salary
15 schedule, or to any salary schedule that would exceed the 3.5% maximum expenditure threshold.

16 3. The handwritten framework agreement was incorporated into a November 29, 2017
17 tentative agreement between the District and SCTA, ratified in December 2017 by SCTA membership
18 and the District’s Board of Education (“Board”).

19 4. After ratifying the November 29, 2017 tentative agreement, the District implemented a
20 number of agreed-upon increases relating to certificated employee salaries, including 2.5% salary
21 increases retroactive for 2016-2017 and 2017-2018, an additional 2.5% salary increase implemented on
22 the 2018-2019 salary schedule, and implementation of a new unlimited experience credit resulting in
23 increased salary for certain current and future certificated employees.

24 5. The District has been ready to implement a change to the salary schedule at a maximum
25 cost of 3.5% in order to satisfy the intent of the framework agreement that was to benefit certain early-
26 middle career teachers currently in the “B” and “C” columns of the salary schedule. However the
27

28 ¹ This Complaint is verified by operation of law, as it is filed by and on behalf of a California public
entity. (Code Civ. Proc., § 446.)

1 District has yet to implement the agreed-upon adjustment to the certificated salary schedule, because
2 SCTA now contends the District agreed to implement SCTA’s proposed salary schedule adjustments
3 outright, notwithstanding any 3.5% cap on District expenditures. SCTA’s current proposed salary
4 schedule adjustments amount to an estimated District expenditure of approximately 7.1%—an amount
5 not agreed to by the parties, not approved by the Board or the Sacramento County Office of Education
6 (“SCOE”), and neither feasible nor fiscally sustainable. The 7.1% increase represents an approximately
7 \$14 million increase in cost as compared to the approximately \$7 million increase in cost associated
8 with the 3.5%.

9 6. In September 2018, SCTA filed a grievance alleging the District refused to honor its
10 agreement to implement an adjustment to the salary schedule. SCTA has requested the matter to
11 immediately proceed to arbitration on an expedited basis.

12 7. In light of the active ongoing controversy stemming from the parties’ differing
13 interpretations of the handwritten framework agreement formed on November 5, 2017, subsequently
14 adopted as a part of the parties’ tentative agreement, the District now seeks a judicial declaration
15 establishing there was not mutual assent between the parties resulting in an enforceable contract between
16 the District and SCTA as to salary schedule adjustments for certificated employees, because the parties
17 each attached materially different meanings to key terms of the framework agreement regarding salary
18 schedule adjustment and/or were materially, mutually mistaken as to the meaning of salary schedule
19 adjustment terms, and therefore neither party mutually assented to an agreed upon meaning regarding
20 the terms of the proposed salary schedule adjustment.

21 8. The names and capacities, whether individual, corporate, or otherwise, of Defendants
22 named as Does 1 through 10, inclusive, are unknown to the Plaintiff at this time. Plaintiff will seek
23 leave of court to amend this Complaint to reflect the true names and capacities of these fictitiously
24 named Defendants when they have been ascertained. Plaintiff is informed and believes, and based
25 thereon, alleges that each of the Defendants named as Does 1 through 10, inclusive, are legally
26 responsible for the laws and actions challenged here.

27 ///

28 ///

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PARTIES

1
2 9. The District is a public school district and political subdivision of the State of California,
3 duly organized under the laws of the state, and operating within Sacramento County, with its District
4 office located in the city of Sacramento, California.

5 10. SCTA is a California non-profit corporation, and an employee association and chartered
6 chapter of the California Teachers Association (“CTA”). SCTA maintains its principal place of business
7 in Sacramento, California.

VENUE AND JURISDICTION

8
9 11. Sacramento County Superior Court is the proper venue for this action pursuant to Code of
10 Civil Procedure section 395, subdivision (a). The acts and/or omissions complained of took place within
11 the County of Sacramento, and this Court has jurisdiction over Defendant SCTA, whose place of
12 business is located in Sacramento County.

13 12. This Court has general subject matter jurisdiction over this matter and the authority to
14 issue declaratory relief pursuant to Code of Civil Procedure section 1060. There is an actual controversy
15 between the District and SCTA concerning whether an enforceable contract exists and, if so, the proper
16 construction of the same.

LEGAL FRAMEWORK

17
18 13. Every contract requires mutual assent, or consent, of the contracting parties, and mutual
19 assent is essential to the existence of a contract. (Civ. Code, §§ 1550, 1565.) Under Civil Code section
20 1580, consent to a contract is not mutual unless the parties all agree upon the same thing in the same
21 sense.

22 14. Mutual assent is determined under an objective standard applied to the outward
23 manifestations or expressions of the parties, i.e., the reasonable meaning of their words and acts, and not
24 their unexpressed intentions or understandings. (1 Witkin, Summary of Cal. Law (9th ed. 1987)
25 Contracts, § 119, p. 144.)

26 15. A contract must be so interpreted to give effect to the mutual intention of the parties as it
27 existed at the time of contracting, so far as the same is ascertainable and lawful. (Civ. Code, § 1636.)

28 ///

1 24. District certificated employee compensation (CBA Article 12 – Compensation) was
2 among the issues discussed at the bargaining table over the course of negotiations. The District
3 presented its first proposal to SCTA regarding compensation on or about December 12, 2016. Between
4 December 12, 2016 and March 9, 2017, the District and SCTA were unable to come to an agreement
5 regarding a successor CBA, including the terms of compensation for certificated employees under the
6 same.

7 25. The District and SCTA held their sixteenth (16) meeting on March 9, 2017, to continue
8 negotiations for a successor CBA. At this meeting, the District reiterated to SCTA its proposed
9 compensation package for certificated employees, including retroactive and prospective salary increases
10 across the board. SCTA rejected the District’s proposals and stated SCTA’s intent to declare an impasse
11 in negotiations. The District stated its desire to continue negotiations for a successor CBA, but SCTA
12 declined the same and subsequently cancelled the parties’ two (2) upcoming, previously agreed-upon
13 negotiation dates.

14 26. On or about March 13, 2017, SCTA requested an Impasse Determination and
15 Appointment of Mediator from the California Public Employment Relations Board (“PERB”), which the
16 District did not oppose.

17 27. The District and SCTA met with mediator Tom Ruiz of State Mediation and Conciliation
18 Service in formal mediation on April 19, 2017, and on six (6) subsequent occasions. The parties were
19 unable to reach any agreements in mediation and Mr. Ruiz certified the parties to fact-finding on May
20 18, 2017.

21 28. The fact-finding panel convened a hearing on October 2, 2017. The following re-opener
22 CBA articles on which the District and SCTA had not yet reached agreement were before the fact-
23 finding panel: (a) Article 5 – Hours of Employment; (b) Article 12 – Compensation; (c) Article 15 –
24 Substitutes; (d) Article 17 – Class Size; (e) Article 18 – Organizational Rights. At the time of the fact-
25 finding hearing, the District and SCTA had either reached a tentative agreement or agreed to maintain
26 the status quo as to all other articles in the twenty-six (26) article-CBA.

27 29. During the October 2, 2017 fact-finding hearing, the District and SCTA presented facts to
28 the panel, through their representatives, and the parties again attempted mediation following the close of

1 presentations. The District and SCTA were again unable to reach an agreement through mediation, and
2 the panel’s neutral fact-finder subsequently issued its non-binding Report and Recommendation of the
3 Fact Finding Panel After Hearing (“Fact Finding Report”) dated November 1, 2017.

4 30. In or about October 2017, prior to issuance of the Fact Finding Report, SCTA took a
5 strike authorization vote, and SCTA’s members authorized a future strike to enforce the union’s
6 collective bargaining demands if the parties bargained through impasse to no avail.

7 31. On or about November 2, 2017, SCTA dissented to the Fact Finding Report and
8 announced publicly the District’s teachers’ intent to strike on November 8, 2017—the following
9 Wednesday—absent the parties’ agreement on several CBA articles, including compensation for
10 certificated employees under CBA Article 12.

11 32. With the threat of a city-wide teacher strike looming, Sacramento Mayor Darrell
12 Steinberg arranged a meeting between the District and SCTA at his home in Sacramento on Saturday,
13 November 4, 2017 and Sunday, November 5, 2017, in an effort to avert a strike. District Superintendent
14 Jorge Aguilar, SCTA President David Fisher, and two (2) other SCTA representatives, were present at
15 the meeting.

16 33. On November 5, 2017, with the assistance of Mayor Steinberg, the District and SCTA
17 determined they had reached agreement on several outstanding issues regarding the successor CBA.
18 Mayor Steinberg prepared a document in his own handwriting on lined notepad paper entitled,
19 “Framework Agreement Sac City Unified School District Sacramento City Teachers Assn 11/5/17 3:25
20 p.m.” (“Framework Agreement,” a true and correct copy of which is attached hereto and incorporated
21 herein as Exhibit “A.”) The Framework Agreement was signed by Superintendent Aguilar, SCTA
22 President Fisher, and Mayor Steinberg, dated November 5, 2017.

23 ///

24 ///

25 ///

26 ///

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28 ///

1 34. The Framework Agreement was initially intended to memorialize the parties' agreements
 2 on several outstanding issues related to the successor CBA, including compensation for certificated
 3 employees. Specifically, the Framework Agreement set forth the following as a "Salary Agreement":

4 (1) Salary agreemt [sic]
 5 July 1, 2016 – June 30, 2019

| | 7/1/16-6/30/17 | 7/1/17-6/30/18 | 7/1/18-6/30/[19] |
|--------------------|----------------|----------------|----------------------|
| 6 Salary increases | 2.5% | 2.5% | 2.5% |
| 7 Adjustment to | | | |
| 8 salary schedule | | | 3.5% maximum |
| 9 Union's proposed | | | District expenditure |
| 10 structure | | | |

11 (See Exhibit A.)

12 35. Consistent with Superintendent Aguilar's negotiations with SCTA on November 4-5,
 13 2017, the District understood the salary agreement set forth at Part 1 of the Framework Agreement to
 14 mean that the District agreed to:

- 15 a. implement a 2.5% increase to the District's certificated salary schedule, effective and
 16 retroactive to July 1, 2016;
- 17 b. implement an additional 2.5% increase to the District's certificated salary schedule,
 18 effective and retroactive to July 1, 2017;
- 19 c. implement an additional 2.5% increase to the District's certificated salary schedule,
 20 effective July 1, 2018; and
- 21 d. separate and apart from the three (3) flat percentage increases (2.5%) to the certificated
 22 salary schedule, implement an adjustment, or restructuring, of the columns (reflecting
 23 level of education) and/or steps (reflecting years of experience) on certificated salary
 24 schedule for the 2018-2019 school year, not to exceed a total district expenditure of 3.5%
 25 resulting from such restructuring—thereby increasing pay for those District employees
 26 impacted by the salary schedule adjustment, including early-middle range teachers
 27 currently falling into the "B" and "C" columns.

28 ///

1 40. SCTA’s own documentation confirms SCTA’s understanding of the 3.5% maximum
2 expenditure regarding an adjustment to the certificated salary schedule for the 2018-2019 school year.
3 One document prepared by SCTA and provided to Superintendent Aguilar after the Framework
4 Agreement was signed, but before a TA was ratified by the District’s Board of Education (“Board”)
5 states: “Working within the 3.5% maximum allocation The parties have agreed to a maximum
6 District allocation of 3.5% to implement the new salary schedule If [after calculating expenditures]
7 the cost is higher than 3.5% then the parties will need to work out a method of implementation that falls
8 within the 3.5% maximum district expenditure for 2018-2019.” (“SCTA Salary Schedule Analysis,” a
9 true and correct copy of which is attached hereto and incorporated herein as Exhibit “C.”)

10 41. The District and SCTA prepared a tentative agreement dated November 29, 2017, entitled
11 “Tentative Agreement 11/29/17; Resolution of Outstanding Issues Related to the 2016-2019 Collective
12 Bargaining Agreement By and Between [the District] and [SCTA],” (“November 29, 2017 TA”). The
13 November 29, 2017 TA incorporated the Framework Agreement by reference as an attachment, stating:

14 With the support of Sacramento Mayor Darrell Steinberg, the [District] and the [SCTA]
15 reached a tentative framework agreement on November 5, 2017, on several outstanding
16 issues.

17 In addition, there remained several open, unresolved issues on which the parties have
18 since reached agreement Together with the November 5, 2017 framework
19 agreement, as well as the previously agreed upon tentative agreements, these documents
20 collectively encompass the overall Tentative Agreement between the District and the
21 SCTA that will be presented to the [District] Board and members of the SCTA for
22 ratification and approval.

23 42. The District also agreed, per its November 29, 2017 TA, to apply the new and retroactive
24 unlimited experience credit for all certificated new and current certificated employees. This experience
25 credit effectively increased the salaries of dozens of certificated employees throughout the District.

26 43. The November 29, 2017 TA was approved by the District’s Board on December 7, 2017
27 and ratified by the SCTA membership on or about December 11, 2017. An Assembly Bill (“AB”) 1200
28 “Public Disclosure of Collective Bargaining Agreement” form was approved by the Board on December
7, 2017, and submitted to the SCOE for approval as required by law. A true and correct copy of the
District’s “AB 1200 Disclosure” is attached hereto and incorporated herein as Exhibit “D.”

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1 44. As relevant here, the AB 1200 Disclosure states, at paragraph 10: “The 2018-2019 salary
2 schedule will be adjusted equivalent to 3.5%.” Similarly, paragraph 9 of the AB 1200 references a 3.5%
3 expenditure for the salary schedule adjustment. The Board did not ratify or approve any salary schedule
4 adjustment—in either the November 29, 2017 TA or the AB 1200 Disclosure—that would exceed a total
5 3.5% expenditure. Similarly, the Sacramento County Office of Education did not review or approve,
6 pursuant to the District’s AB 1200 Disclosure, as it is required to do, any salary schedule adjustment
7 which would exceed a total 3.5% District expenditure.

8 45. SCTA President David Fisher spoke publicly at the December 7, 2017 Board meeting
9 regarding the November 29, 2017 TA and AB 1200 Disclosure, but failed to make any statements in
10 opposition to the same, nor did he otherwise allege: (a) the District’s AB 1200 Disclosure was
11 inaccurate in any respect—including as to paragraphs 9 or 10, regarding the 3.5% maximum adjustment
12 to the certificated salary schedule; or (b) the language in the November 29, 2017 TA, including the
13 Framework Agreement incorporated therein, was inaccurate in any respect.

14 46. To date, the District has implemented the following agreements set forth in Part 1 of the
15 Framework Agreement and November 29, 2017 TA, with regard to certificated salaries: (a) 2.5%
16 increase to the District’s certificated salary schedule, effective and retroactive to July 1, 2016; (b) 2.5%
17 increase to the District’s certificated salary schedule, effective and retroactive to July 1, 2017;
18 (c) 2.5% increase to the District’s certificated salary schedule, effective July 1, 2018; and (d) application
19 of unlimited retroactive and prospective experience credit for new and current certificated employees.

20 47. Notwithstanding the Framework Agreement, the November 29, 2017 TA, and the parties’
21 November 30, 2017 agreement to meet and finalize a mutually agreeable adjustment to the salary
22 schedule within defined expense parameters, the parties have failed to reach such an agreement. To
23 date, no such adjustment or restructuring to the certificated salary schedule has been implemented. Of
24 those items agreed to in the November 29, 2017 TA, including Part 1 of the Framework Agreement,
25 salary schedule adjustment is the sole remaining item yet to be implemented. (See Exhibit A.)

26 48. The District has offered to meet with SCTA to discuss an adjustment to the District’s
27 certificated salary schedule totaling a maximum 3.5% District expenditure, as supported by the parties’
28 Framework Agreement and November 29, 2017 TA. However, SCTA now contends adjustments to the

1 salary schedule are *not* properly limited to a 3.5% maximum District expenditure, asserting the parties
2 did not agree to the same in the Framework Agreement.

3 49. SCTA attaches a materially different meaning than the District to the language set forth
4 in Part 1 of the Framework Agreement. SCTA points to Part 1 of the Framework Agreement as
5 evidence the District purportedly accepted a proposal to adjust/restructure the certificated salary
6 schedule per the “union’s proposed salary structure” for the 2018-2019 school year, notwithstanding a
7 3.5% cap—or any cap—on District expenditures. As presently proposed, without such a cap, SCTA’s
8 contemplated salary schedule would total an approximate District expenditure of 7.1%. SCTA asserts
9 the District agreed to the same in the Framework Agreement.

10 50. On or about September 12, 2018, SCTA filed a Level 1 Grievance with the District,
11 alleging in relevant part: “The District, through its agents, Superintendent Jorge Aguilar, has refused to
12 honor its agreement to implement the ‘union’s proposed salary structure’[.]” A true and correct copy of
13 SCTA’s Level 1 Grievance is attached hereto and incorporated herein as Exhibit “D.”

14 51. The grievance requests, as a remedy, that the District “implement ‘the union’s proposed
15 salary structure,’ prospectively and retroactively (if applicable).” The grievance disregards that “the
16 union’s proposed salary structure,” does not align with the 3.5% maximum expenditure set forth in the
17 Framework Agreement and agreed to by the District. SCTA’s current proposed salary structure,
18 including a 7.1% District expenditure, is contrary to the District’s interpretation of the Framework
19 Agreement, and more than doubles the maximum expenditure the District agreed to. Nevertheless,
20 SCTA contends the District is obligated to implement such a proposal, per the Framework Agreement
21 and November 29, 2017 TA.

22 52. SCTA has moved for its grievance to proceed to arbitration on an expedited basis, to
23 determine whether the District has, as SCTA alleges, refused to honor an a purported agreement to
24 implement the union’s proposed changes to the salary schedule approximating a 7.1% District
25 expenditure, without regard to a 3.5% cap on District expenditures.

26 53. Contrary to SCTA’s interpretation, the District asserts the plain language of the
27 Framework Agreement establishes that the District agreed to implement a proposal to amend the salary
28 schedule, provided such proposal does not exceed a maximum 3.5% District expenditure. (See Exhibit

1 A.) This is evidenced by at least the following: (1) the Framework Agreement itself; (2) the November
2 30, 2017 email from Superintendent Aguilar to SCTA representatives, a print copy of which was
3 initialed by Superintendent Aguilar and SCTA President David Fisher, setting forth the parties’
4 agreement to meet following approval of the November 29, 2017 TA to “finalize a mutually agreeable
5 adjustment to the salary schedule for 2018-2019 that does not exceed a total District expenditure of
6 3.5%”; (3) the District’s AB 1200 Disclosure, to which SCTA did not object, stating: “The 2018-2019
7 salary schedule will be adjusted equivalent to 3.5%”; and (4) SCTA’s own documentation provided to
8 Superintendent Aguilar, stating SCTA was “[w]orking within the 3.5% maximum allocation . . . to
9 implement the new salary schedule.”

10 54. The District and its Board did not, and would not, have consented to a contract (i.e., the
11 Framework Agreement) providing for either an unlimited District expenditure or an expenditure of
12 greater than 3.5% flowing from a certificated salary schedule adjustment, because such an expenditure is
13 not fiscally sustainable for the District. Furthermore, SCOE would not have approved the District’s AB
14 1200 Disclosure had it contained a cost increase exceeding 3.5%.

15 55. The present controversy establishes there was not mutual assent between the District and
16 SCTA regarding adjustments to the salary schedule under the Framework Agreement, including whether
17 a 3.5% cap was meant to apply to the same. Because there was no mutual assent as to the contract
18 terms, a valid, enforceable contract does not and cannot exist regarding the salary schedule adjustment
19 provisions of the Framework Agreement.

20 56. The CBA between the District and SCTA, at Article 4, sets forth grievance procedures
21 leading to arbitration. Under the same, a grievance is defined as “an allegation by one or more members
22 of the bargaining unit or the Association that a member(s) has been adversely affected by a violation,
23 misinterpretation, or misapplication of a specific provision of this Agreement.” (CBA art. 4.1.1.)

24 57. Because the CBA’s Article 4 grievance procedures apply only where there is an alleged
25 “violation, misinterpretation, or misapplication of a specific provision” of the CBA, a contractually valid
26 CBA provision must first exist before a matter is properly subject to grievance and/or grievance
27 arbitration.

28 ///

1 adjustment, does not constitute a valid contract for one, several, or all of the following reasons:

2 a. The Framework Agreement terms regarding salary schedule adjustment does not
3 constitute a valid enforceable contract between the parties because there was not mutual assent between
4 SCTA and the District regarding the proposed adjustment to the certificated salary schedule, including
5 whether the parties agreed the District would implement an adjustment to its certificated salary schedule
6 for 2018-2019, and whether such adjustment is limited to a maximum 3.5% District expenditure; and/or

7 b. The Framework Agreement terms regarding salary schedule adjustment does not
8 constitute a valid enforceable contract between the parties because there was a mutual mistake by both
9 parties, because both parties attached materially different meaning to key terms of the Framework
10 Agreement regarding salary schedule adjustment, and neither party knew or had reason to know the
11 materially different meaning attached by the other; and

12 c. The Framework Agreement, as to terms regarding salary schedule adjustment, is
13 unenforceable pursuant to, including but not limited to, Education Code section 17604, District Board
14 Policy 3312, AB 1200, and/or Education Code sections 35060 and 35161, because the agreement SCTA
15 asserts was reached (7.1% increase in expenditures on the salary schedule) was never reviewed,
16 approved, or ratified by the Board; because an AB 1200 Disclosure setting forth SCTA's proposed 7.1%
17 increase was never reviewed or approved by SCOE; and because SCTA is charged with knowledge of
18 the limitations on and requirements for entering into a collective bargaining agreement with the District
19 and Board.

20 65. The District lacks an adequate remedy at law to resolve the ongoing actual controversy
21 between the District and SCTA.

22 66. The District requests that the Court retain jurisdiction over this matter.

23 **PRAYER**

24 WHEREFORE, the District prays as follows:

25 1. On the First Cause of Action, that a declaratory judgment issue as set forth herein, issuing
26 a declaratory judgment adjudicating each and all of the ongoing actual controversies in dispute between
27 the parties as alleged, including but not limited to:

28 ///

1 (a) declaring the Framework Agreement provision regarding salary schedule
2 adjustment does not constitute a valid enforceable contract between the parties because there was not
3 mutual assent between SCTA and the District regarding the proposed adjustment to the certificated
4 salary schedule, including whether the parties agreed the District would implement an adjustment to its
5 certificated salary schedule for 2018-2019, and whether such adjustment is limited to a maximum 3.5%
6 District expenditure; and/or

7 (b) the Framework Agreement provision regarding salary schedule adjustment does
8 not constitute a valid enforceable contract between the parties because there was a mutual mistake by
9 both parties, because both parties attached materially different meaning to key terms of the Framework
10 Agreement regarding salary schedule adjustment, and neither party knew or had reason to know the
11 materially different meaning attached by the other; and

12 (c) the Framework Agreement, as to terms regarding salary schedule adjustment, is
13 unenforceable pursuant to, including but not limited to, Education Code section 17604, District Board
14 Policy 3312, AB 1200, and/or Education Code sections 35160 and 35161, because the agreement
15 SCTA asserts was reached (7.1% increase to expenditures on the salary schedule) was never reviewed,
16 approved, or ratified by the Board; because an AB 1200 Disclosure setting forth SCTA's proposed
17 7.1% increase was never reviewed or approved by SCOE; and SCTA is charged with knowledge of the
18 limitations on and requirements for entering into a collective bargaining agreement with the District
19 and Board.

20 2. For attorneys' fees and costs of suit as authorized by law; and

21 3. Any other and further relief as the Court deems just and proper.

22
23 Dated: November 16, 2018

Respectfully submitted,

24 **LOZANO SMITH**

25 

26 SLOAN R. SIMMONS

ERIN M. HAMOR

Attorneys for Plaintiff

Sacramento City Unified School District

Sacramento City Unified School District

vs.

Sacramento City Teachers Association, CTA/NEA

Sacramento County Superior Court Case No. TBD

COMPLAINT AND REQUEST FOR DECLARATORY RELIEF

EXHIBIT A

panel tax 2020

D.S. JA

D2

Framework Agreement (1)
Sacramento Unified School District
Sacramento City Teachers Assn

11/5/17 3:25 P.M.

(1) Salary agreement

July 1, 2016 - June 30, 2019

| | | |
|------------------|------------------|------------------|
| 7/1/16 - 6/30/17 | 7/1/17 - 6/30/18 | 7/1/18 - 6/30/19 |
|------------------|------------------|------------------|

2.5%

2.5%

2.5%

Adjustment to
salary schedule
Unions proposed
structure

3.5%
Maximum
District
Representation

U.S.
DA

JA

(3)

expression of the Committee to include other labor partners, leading community based organizations leaders, and other community representatives. The Committee's recommendations are advisory to the School board.

(4) Other Union Other Committees

The subject of other committees as proposed by the union will be addressed by applicable law.

(5) Class Size and other Staffing Goals

The parties agree to the following non-binding goals for

U S JA

(5)

DA

(C) School Nurse

1 per 750 Students

(D) Librarians

1 for every secondary school
except opportunity schools.

(E) Program Specialists

1 per 500 Students

(F) Psychologists

1 per 1,000 students
with no more than 2 schools
per psychologist

Behavioral
Specialist

(G)

No more than 5 schools
per specialist

0... #
07

(7)

This agreement is
subject to the approval
of the city school Board
and the SCA bargaining team.

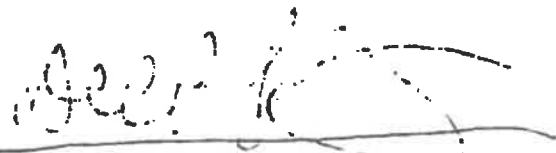
11/5/17



Jorge Aguilar
Superintendent



David
Fisher
President
SCA



Dorell Starobin
Mayor

Sacramento City Unified School District

vs.

Sacramento City Teachers Association, CTA/NEA

Sacramento County Superior Court Case No. TBD

COMPLAINT AND REQUEST FOR DECLARATORY RELIEF







EXHIBIT B

Lisa Allen

From: Jorge Aguilar
Sent: Thursday, November 30, 2017 11:58 PM
To: Borsos, John
Cc: Fisher, David; nmilevsky@saccityta.com; Lisa Allen
Subject: RE: Tying of the last loose ends
Attachments: Article 17 11-30-17.docx; TJudah MOU.DOCX; FINAL Article 5 Jointly agreed to 11-30-17.docx; TA Summary Signature Document.docx

Colleagues,

Following up on our morning discussion today, below is a summary of issues for the finalization of the TA:

1. Wage Placement 
 - a. We agree that our legal counsel will work with your legal counsel to bring this matter to a close with the following understanding:
 1. None of the five affected employees' salaries will be decreased;
 2. None of the five affected employees will be required to pay back any overpayments received from the time of their hire through the 2017-2018 school year;
 3. All claims regarding the five affected employee will be released by separately signed settlement agreements; and
 4. Agreements will be signed by all parties no later than 10 days after the Board approves the successor contract.
2. Psychologists 
 - a. We will include in the proposal as this was part of our proposal and have included it in the attached TA Summary document.
3. Doctoral Stipend 
 - a. We will include in the proposal as this was part of our proposal and have included it in the TA Summary document.
4. Athletic Director Prep Period 
 - a. We will include in the proposal as this was part of our proposal and have included it in the TA Summary document.
5. Dissolution of Appendix D (also incorporated into Articles 5 and 17) 
 - a. The parties agree that with the changes to Articles 5 and Article 17, Appendix D will be dissolved.
6. Salary Schedule Adjustment 
 - a. Within thirty (45) days of the Tentative Agreement's approval, the Parties agree to finalize a mutually agreeable adjustment to the salary schedule for 2018-19 that does not exceed a total District expenditure of 3.5%.

I have asked Lisa and Cancy to make themselves available to meet with you so that you can discuss the "compression" concept of the salary schedule and jointly draft a written description. I need this to provide assurance to the Board that teachers in Columns B and C will be benefited the most and that there will not be unexpected fiscal impacts associated to this after implementing the 3.5% maximum expenditure. There will need to be something in writing by early next week that I can use to brief our Board prior to finalizing the TA agreement.

Article 5

1. **5.4.7.1 and 5.5.1 Instructional Minutes** – The attached Article 5 reflects the changes agreed to and will read:

Sacramento City Unified School District
vs.
Sacramento City Teachers Association, CTA/NEA
Sacramento County Superior Court Case No. TBD

COMPLAINT AND REQUEST FOR DECLARATORY RELIEF

EXHIBIT C

1. The Need to Restructure the Sac City salary schedules¹:

Sac City's ability to recruit and retain educators who reflect the diversity of our district has been hindered in recent years by the non-competitive structure of our certificated salary schedules. Although the current salary schedule was more competitive at the entry-level rate and at the top rate, the 25 years in between that have been the least competitive. Even the competitive nature of the very top step is somewhat misleading; it takes teachers 26 years to reach the top step in Sac City, but only 20 years in Elk Grove and San Juan, for example.

The graphic below shows the lack of competitiveness of the current salary schedule:



Red shows the cells (step and column) where Elk Grove and San Juan are currently ahead of us. Green shows the area(s) where Sac City is ahead.

Who is leaving the District demonstrates this lack of competitiveness. Both the mean and median length of service for the approximately 225 people who left the District last year was approximately 11 years of service, right in the area that the Sac City salary is the least competitive.

The new salary schedules corrects this.

2. An Overview of the New Salary Schedule(s).

The new salary schedule fixes this glaring problem by compressing the salary schedule both vertically and horizontally.

¹The discussion here is based on the revised K-12 salary structure, but the psychologist, program specialist and adult ed schedules are also affected, as well as those associated with K-12 salary structure.

- A. **Vertical Correction:** Vertically, the salary schedule is compressed by enabling educators to reach the top of the scale at year 20, rather than being delayed until year 26.
- B. **Horizontal Correction:** Horizontally, the salary schedule is compressed by converting Column C from BA + 75 to BA + 60; converting Column D from BA + 90 to BA + 75; and converting Column E from BA + 103 to BA + 90. This enables educators to avoid longer delays at the early to middle portions of their career by creating a BA + 60 Step, allowing them to reach Column E in a more expedited, linear fashion.
- C. **Uniformity** The revised salary schedule is also more uniform. The current salary schedule was uneven between the steps and the columns. That could have resulted in, for example, a new hire moving from Step A 1 to Step A2 and only receiving a \$2 per YEAR increase. Similarly, someone moving from A1 to B2 (advancing one in seniority [step] and moving one column) would have received a \$3 per YEAR increase.

The new K-12 salary schedule is uniform. The increase in each step is 3.5%, and in each column is 5%.

This uniformity is demonstrated below in a structural overview.

| Proposed K-12 Salary Schedule | | | | | | |
|-------------------------------|--------------------|----|-------|-------|-------|-------|
| | | I | II | III | IV | V |
| | | BA | BA+45 | BA+60 | BA+75 | BA+90 |
| | Column Increase -> | | 5% | 5% | 5% | 5% |
| | Max Step -> | 6 | 12 | 12 | 20 | 20 |
| 1 | Step Increase | | | | | |
| 2 | 3.50% | | | | | |
| 3 | 3.50% | | | | | |
| 4 | 3.50% | | | | | |
| 5 | 3.50% | | | | | |
| 6 | 3.50% | | | | | |
| 7 | 3.50% | | | | | |
| 8 | 3.50% | | | | | |
| 9 | 3.50% | | | | | |
| 10 | 3.50% | | | | | |
| 11 | 3.50% | | | | | |
| 12 | 3.50% | | | | | |
| 13 | 3.50% | | | | | |
| 14 | 3.50% | | | | | |
| 15 | 3.50% | | | | | |
| 16 | 3.50% | | | | | |
| 17 | 0% | | | | | |
| 18 | 0% | | | | | |
| 19 | 3.50% | | | | | |
| 20 | 3.50% | | | | | |

3. The New Salary Schedules Direct the Increases to Fix the Problems in the Salary Schedules

The parties agreed to an “adjustment of the salary schedules; union’s proposed structure” with “3.5% maximum district expenditure.” Because the start rate and the top rate were the most competitive, the restructured salary schedule directs the allocated dollars toward those other areas that were most in need of adjustment.

The chart below demonstrates how the additional adjustments to the salary schedule would impact teachers based on their current placement on the salary schedule.

Here are a few examples:

A teacher who is at Column E, Step 26, on July 1, 2018, would receive no additional salary increase when the new salary schedule is implemented.

A teacher who is at Column E, Step 17, on July 1, 2018, would receive an additional salary increase of 1.77%.

A teacher who is at Column D, Step 7, on July 1, 2018, would receive an additional salary increase of 11.40%.

As the chart makes clear, the largest adjustments to occur will be for those at Column C and those who are between 1 and 20 years in service.

Percent Change from 2017-2018 (with 3 x 2.5% raises) to Uncapped 2018-2019 Salary Schedule

| | New | | | | | |
|----|-------|--------|--------|--------|--------|--------|
| | A | B | C | D | E | |
| | BA | BA+46 | BA+80 | BA+75 | BA+90 | BA+103 |
| 1 | 0.00% | 1.49% | 6.98% | 12.14% | 15.00% | 9.43% |
| 2 | | 5.12% | 10.50% | 16.19% | 18.46% | 12.71% |
| 3 | 3.59% | 8.69% | 14.45% | 19.89% | 19.90% | 11.22% |
| 4 | 7.29% | 11.22% | 18.91% | 25.10% | 18.11% | 9.50% |
| 5 | 8.80% | 10.24% | 18.80% | 19.62% | 19.91% | 8.09% |
| 6 | 9.42% | 9.46% | 19.06% | 19.38% | 19.30% | 6.81% |
| 7 | 9.38% | 8.87% | 14.41% | 11.39% | 11.40% | 5.07% |
| 8 | 9.46% | 8.48% | 13.97% | 10.60% | 10.61% | 5.22% |
| 9 | 9.48% | 8.16% | 13.67% | 10.01% | 10.01% | 4.68% |
| 10 | | 8.04% | 13.57% | 9.89% | 9.80% | 4.28% |
| 11 | | 8.09% | 13.58% | 9.33% | 9.33% | 4.01% |
| 12 | | 7.42% | 13.91% | 9.21% | 9.22% | 3.80% |
| 13 | | | 13.91% | 8.38% | 8.38% | 3.10% |
| 14 | | | 13.91% | 8.13% | 8.13% | 0.96% |
| 15 | | | 13.91% | 8.00% | 8.00% | 4.58% |
| 16 | | | 13.91% | 8.38% | 8.38% | 4.58% |
| 17 | | | 12.91% | 6.97% | 6.97% | 1.77% |
| 18 | | | 13.91% | 10.80% | 10.80% | 5.41% |
| 19 | | | 12.91% | 10.80% | 10.80% | 5.41% |
| 20 | | | 12.91% | 11.76% | 11.56% | 9.94% |
| 21 | | | 12.91% | 11.76% | 11.56% | 9.94% |
| 22 | | | 12.91% | 11.76% | 11.56% | 9.94% |
| 23 | | | 12.91% | 8.50% | 10.49% | 5.09% |
| 24 | | | 12.91% | 8.80% | 10.43% | 5.09% |
| 25 | | | 12.91% | 8.80% | 10.43% | 5.09% |
| 26 | | | 12.91% | | | 0.00% |


The new K-12 2018-19 salary schedule:

2018-2019 Uncapped Teacher Salary Schedule

| | BA | BA+46 | BA+80 | BA+75 | BA+90 |
|----|----------|----------|----------|----------|-----------|
| 1 | \$46,368 | \$48,688 | \$51,120 | \$53,678 | \$56,360 |
| 2 | \$47,991 | \$50,390 | \$52,909 | \$55,555 | \$58,333 |
| 3 | \$49,671 | \$52,154 | \$54,761 | \$57,489 | \$60,375 |
| 4 | \$51,408 | \$53,979 | \$56,678 | \$59,511 | \$62,488 |
| 5 | \$53,208 | \$55,868 | \$58,682 | \$61,594 | \$64,675 |
| 6 | \$55,070 | \$57,823 | \$60,715 | \$63,750 | \$66,939 |
| 7 | \$56,997 | \$59,847 | \$62,840 | \$65,981 | \$69,282 |
| 8 | \$58,982 | \$61,942 | \$65,039 | \$68,290 | \$71,707 |
| 9 | \$58,992 | \$64,110 | \$67,315 | \$70,680 | \$74,217 |
| 10 | \$58,992 | \$66,354 | \$69,671 | \$73,154 | \$76,815 |
| 11 | \$58,992 | \$68,676 | \$72,109 | \$75,714 | \$79,504 |
| 12 | \$58,992 | \$71,080 | \$74,633 | \$78,364 | \$82,287 |
| 13 | \$58,992 | \$71,080 | \$74,633 | \$81,107 | \$85,167 |
| 14 | \$58,992 | \$71,080 | \$74,633 | \$83,946 | \$88,148 |
| 15 | \$58,992 | \$71,080 | \$74,633 | \$86,884 | \$91,233 |
| 16 | \$58,992 | \$71,080 | \$74,633 | \$86,884 | \$91,233 |
| 17 | \$58,992 | \$71,080 | \$74,633 | \$86,884 | \$91,233 |
| 18 | \$58,992 | \$71,080 | \$74,633 | \$89,925 | \$94,426 |
| 19 | \$58,992 | \$71,080 | \$74,633 | \$89,925 | \$94,426 |
| 20 | \$58,992 | \$71,080 | \$74,633 | \$93,072 | \$100,875 |

4. Working Within the 3.5% maximum allocation.

The parties have agreed to a maximum District allocation of 3.5% to implement the new salary schedule. At least two things must occur before a more accurate calculation regarding the costs of the implementation of the new salary schedule can happen. First, credit for unlimited years of experience for current employees must be applied, as it will affect the current salary schedule placement of some unknown number of teachers. Second, we will need to determine how many teachers currently at Step B +45 qualify to be placed at the new BA + 60. Once those two variables are understood—and we are working together on a process to have this done within 45 days of ratification—then we can more accurately calculate the cost of implementation.



If the cost of implementation is 3.5% or less than the salary schedules can be easily implemented. If the cost is higher than 3.5% then the parties will need to work out a method of implementation that falls within the 3.5% maximum district expenditure for 2018-19. Possibilities might include modifying the date of implementation, or creating a maximum individual increase cap, or some other agreed-upon alternative that fits within the 3.5% cap.

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COMPLAINT AND REQUEST FOR DECLARATORY RELIEF

EXHIBIT D



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Agenda Item 8.4

Meeting Date: December 7, 2017

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit, Sacramento City Teachers' Association (SCTA)

- 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: Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreement with Bargaining Unit, Sacramento City Teachers Association (SCTA).

Background/Rationale: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing boards, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: See attachment A

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Executive Summary (To be provided at the Board meeting)
2. Attachment A - Sacramento County Office of Education – Public Disclosure of Collective Bargaining Agreements (To be provided at the Board meeting)
3. Attachment B -Tentative Agreements (To be provided at the Board meeting)

Estimated Time of Presentation: 10 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer Gerardo Castillo, Chief Business Officer
Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Human Resources Services

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with Sacramento City Teachers' Association (SCTA)



December 7, 2017 Board Meeting

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 AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the 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

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Sacramento City Teachers Association (“SCTA”) and the Sacramento City Unified School District (“District”), collectively referred to as the “Parties” negotiated in good faith to reach a Tentative Agreement (“TA”) 2016/17 through 2018/19, as set forth in

Board of Education Executive Summary

Human Resources Services

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with Sacramento City Teachers' Association (SCTA)



December 7, 2017 Board Meeting

Attachment B.

V. MAJOR INITIATIVES

Sacramento City Teachers Association ("SCTA")

The key provisions of the Tentative Agreement with SCTA are summarized as follows:

Duration

This is a 3-year contract from July 1, 2016 to June 30, 2019

School Attendance Calendar

Meet within fifteen (15) days upon ratification and Board approval to discuss multi-year school attendance calendars for the next three (3) years

Grievance Meetings (Article 4)

Standing meetings every two (2) weeks to discuss grievance related issues, problem solve and have ongoing dialogue prior to a grievance being filed

Hours of Employment (Article 5) and Class Size (Article 17)

- Dissolution of Appendix D
- Provides SDC Elementary teacher prep time same as general education teachers
- Class Size and caseload maximums identified
- Ensures that students with Individualized Education Plans or IEPs are educated in the least restrictive environment.
- Clearly outlines the federal requirement that teachers participate in IEP meetings.
- Outlines expectations for educating students in Inclusive Practices sites including required hours of professional learning for general and special educators

Board of Education Executive Summary

Human Resources Services

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with Sacramento City Teachers' Association (SCTA)



December 7, 2017 Board Meeting

Evaluation (Article 6)

- Within ninety (90) days of the ratification of this agreement, the parties will convene a committee with the purpose to revise and update the evaluation tool for certificated teachers in the District, including potential revisions to the substitute evaluation form.
- The parties may also consider a meaningful Peer Assistance Review program.

Transfer Article (Article 8)

- Early Retirement Incentive notification to District moved from March 1st to February 1st for stipend of \$1500.
- Unit Priority Period moved from 2nd week in February through June 30th to February 1st through April 10th.
- Open Period moved from July 1st to May 1st. During this window, the new agreement allows the District to refer up to 7 qualified applicants instead of a maximum of 4. This allows the District to hire new teachers into the system sooner and assign them a location earlier on so teachers can plan and participate at their site functions and meet the faculty team members prior to the school year ending. This allows teachers to focus on professional development and staff meetings during the summer and be more prepared for the first day of school.
- Panel selection has been clarified to ensure stakeholders involvement. The recommendation of the candidate is based on and following the recommendation of the interview panel.

Leaves (Article 9)

Added language consistent with AB 375 and Education Code 44977.5

Safety Concerns (Article 11)

The parties agree to establish a Discipline Matrix that will serve as guide to school sites with regard to suspension and expulsion of students.

Compensation (Article 12)

- The parties agree to 2.5% salary increase for 2016-17, retroactive to July 1, 2016; 2.5% salary increase for 2017-18, retroactive to July 1, 2017; 2.5% salary increase

Board of Education Executive Summary

Human Resources Services

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with Sacramento City Teachers' Association (SCTA)



December 7, 2017 Board Meeting

for 2018-19, effective July 1, 2018.

- Within forty-five (45) days of the Tentative Agreement's approval, the Parties agree to finalize a mutually acceptable adjustment to the salary schedule that does not exceed a total District expenditure of 3.5%, effective July 1, 2018.
- Unlimited years of qualified experience will be credited to new hires for placement on the salary schedule effective July 1, 2017.
- Unlimited years of qualified experience will be credited to current unit members for placement on the salary schedule prospectively, i.e. current members will be credited for all years of qualified experience as of July 1, 2017 and placed at the applicable higher step moving forward.
- Doctoral Stipend increased from \$1161 to \$3000.
- Athletic Director stipend moved from Category B to Category A, and additional per diem compensation equivalent to one prep period.

Employee Benefits (Article 13)

- The parties agree to negotiate in good faith to effectuate on or before July 1, 2018, changes to the health plan consistent with this section. The Board shall provide all eligible employees with a choice of the Kaiser Plan and a mutually agreed upon alternative plan(s), which is currently Health Net.
- Members of the bargaining unit employed under contract for not less than half-time are eligible for fully-paid health, dental, life insurance, and vision care.
- Pay as You go and Additional Pre-Funding: The District will contribute an additional one and one-half percent (1.5%) of the total payroll for bargaining unit employees which shall be placed in the jointly-administered GASB fund. The contribution, which shall occur on or about January 1 of each year, shall be calculated on the total payroll for bargaining unit certificated employees in the preceding fiscal year, which ends June 30th. The District may suspend this payment if in the preceding year, the District ends the year in an operating deficit, as established in the annual audited financial statement, or if the budget is in "qualified" status.

Mentor Teacher (Article 20)

- The Program will provide participating teachers with individualized, job-embedded support in the first two to three years of their teaching profession. The Program will also include a robust mentoring system. In doing so, participating teachers will demonstrate progress towards mastery of the California Standards of the Teaching Profession (CSTPs) so as to more effectively

Board of Education Executive Summary

Human Resources Services

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with Sacramento City Teachers' Association (SCTA)



December 7, 2017 Board Meeting

serve our diverse student body, their families and the community.

- SCUSD New Teacher Support Program MOU signed August 7, 2017

Successor Agreement (Article 25)

- Signed TA 11/5/17 for 3 year contract

Other

- An additional two (2) School Psychologist will be allocated.

Status Quo Language Will Remain

- 14-Personal and Academic Freedom;
- 15-Substitutes;
- 16-Liaison Committee;
- 18-Organizational Rights;
- 19-District Rights;
- 21-Organizational Security;
- 22-Professional Growth;
- 23-Classroom Teacher Instructional Improvement;
- 24-Site-Based Decision Making;

VI. RESULTS

With the assistance of the Mayor, the Parties negotiated and signed a TA on November 5, 2017. Outstanding issues beyond those agreed to prior to November 5, 2017 were resolved directly with the Superintendent.

VII. NEXT STEPS

Approve AB 1200 Disclosure of Cost and Approval of the Tentative Agreements with the Sacramento City Teachers' Association (SCTA).

SACRAMENTO COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Sacramento City Unified School
 Name of Bargaining Unit: Sacramento City Teachers Association (SCTA)
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2019
 (date) (date)

The Governing Board will act upon the agreement on: Potentially December 7, 2017
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation - Includes all General Fund - Unrestricted and Restricted

| Compensation | Annual | Fiscal Impact of Proposed Agreement | | |
|---|--------------------|-------------------------------------|---------------------|---------------------|
| | Cost Prior to | Year 1 | Year 2 | Year 3 |
| | Proposed Agreement | Increase (Decrease) | Increase (Decrease) | Increase (Decrease) |
| | FY 16/17 | FY 16/17 | FY 17/18 | FY 18/19 |
| 1 Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6) | \$163,888,340.84 | \$4,097,208.52 | \$4,199,638.73 | \$10,331,111.29 |
| | | 2.50% | 2.50% | 6.00% |
| 2 Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.* | Included Above | Included Above | \$437,045.00 | \$895,942.25 |
| Description of other compensation (Years of Unlimited Experience) | \$0.00 | \$0.00 | \$800,471.00 | \$820,482.78 |
| 3 Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc. | \$34,507,733.71 | \$721,518.42 | \$739,556.38 | \$2,010,434.26 |
| | | 2.09% | 2.10% | 5.59% |
| 4 Health/Welfare Plans | \$58,397,439.94 | \$0.00 | \$0.00 | \$0.00 |
| 5 Total Compensation - Add Items 1 through 4 to equal 5 | \$256,793,514.49 | \$4,818,726.94 | \$6,176,711.12 | \$14,057,970.57 |
| | | 1.88% | 2.36% | 5.25% |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1 | \$2,648,933.84 | \$0.00 | \$0.00 | \$0.00 |
| 7 Total Number of Represented Employees (Use FTEs if appropriate) | 2131.67 | 2131.67 | 2213.67 | 2213.67 |
| 8 Total Compensation Average Cost per Employee | 120,465.89 | 2,260.54 | 2,897.59 | 6,594.82 |
| | | 1.88% | 2.36% | 5.25% |

*Year 2 for Other Compensation (Line 2) is 1/2 of the cost since we are in the middle of the school year.

- 9 . What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The negotiated percentage increase is 2.5% effective July 1, 2016, an additional 2.5% effective July 1, 2017, and an additional 6.0% (2.5% for all and 3.5% to adjust salary schedule) effective July 1, 2018.

- 10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)

The 2018-19 salary schedule will be adjusted equivalent to 3.5%.

- 11 . Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Commencing with the 2018-19 school year, there will be a maximum District expenditure of 3.5% to adjust the salary schedule.

- 12 . Does this bargaining unit have a negotiated cap for Health & Welfare Yes | No

If yes, please describe the cap amount.

- B. Proposed Negotiated Changes in Noncompensation Items (I.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Years of Unlimited Experience Effective 7/1/2017; Prep Time for Athletic Directors and SDC Teachers were added. Teacher Participation in IEP Meetings and Professional Learning for Inclusive Practices, 2 Psychologists were added. If health savings are generated, the parties agree to the following non-binding goals; class size maximum K-6 -24:1; 7-8 24:1; 9th, 10th, 11th grade for English, Math, Social Science, and Science 28:1 and all other subjects 35:1.

- C. What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (I.e., counselors, librarians, custodial staff, etc.)

Teachers will receive prep time and professional learning to serve Special Ed Students.

The parties agree to meet and confer about the school calendar for the next three years.

One major underlying goal is to offer opportunities and enrichment for students to attend local institutions of higher education, and to align the District's calendar with the calendar of local institutions of higher education and neighboring K-12 districts.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

N/A

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The deficit for 2017-18 is due to the retroactive increase (2016-17) that is being paid in the current year. The 6.0% increase for 2018-19 creates deficit spending for 2018-19 under current revenue projections. The Framework Agreement was settled on Sunday, November 5th with the help of Mayor Steinberg to avert a strike.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

The majority of the funding source is general fund unrestricted, but it will also affect categorical funds, charter fund, child development and adult education since SCTA members work in all schools.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

It is included in the multi-year projections.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The total increase of this agreement is 12.31% ongoing starting 2018-19, and the funding source is LCFF funds, federal funds, and other state funds.

The projected increased is included in the Multi Year Projection.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
Enter Bargaining Unit: Sacramento City Teachers Association**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---------------------------------------|-----------------|--------------------------------------|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2012, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | \$367,365,706 | | | \$367,365,706 |
| Remaining Revenues (8100-8799) | \$13,924,510 | | \$0 | \$13,924,510 |
| TOTAL REVENUES | \$381,290,216 | \$0 | \$0 | \$381,290,216 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$148,175,386 | \$5,437,155 | \$0 | \$153,612,551 |
| Classified Salaries (2000-2999) | \$39,032,212 | \$0 | \$0 | \$39,032,212 |
| Employee Benefits (3000-3999) | \$97,930,281 | \$739,556 | \$0 | \$98,669,837 |
| Books and Supplies (4000-4999) | \$8,607,822 | | \$0 | \$8,607,822 |
| Services, Other Operating Expenses (5000-5999) | \$27,109,062 | | \$0 | \$27,109,062 |
| Capital Outlay (6000-6999) | \$2,183,667 | | \$0 | \$2,183,667 |
| Other Outgo (7100-7299) (7400-7499) | \$3,545,018 | | \$0 | \$3,545,018 |
| Direct Support/Indirect Cost (7300-7399) | -\$3,333,198 | | \$0 | -\$3,333,198 |
| Other Adjustments | | | | \$0 |
| TOTAL EXPENDITURES | \$323,250,260 | \$6,176,711 | \$0 | \$329,426,971 |
| OPERATING SURPLUS (DEFICIT) | \$58,039,956 | -\$6,176,711 | \$0 | \$51,863,245 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$1,502,069 | \$0 | \$0 | \$1,502,069 |
| TRANSFERS OUT & OTHER USES (7610-7699) | -\$1,730,000 | | \$0 | -\$1,730,000 |
| CONTRIBUTIONS (8980-8999) | -\$70,288,278 | | \$0 | -\$70,288,278 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$12,476,253 | -\$6,176,711 | \$0 | -\$18,652,964 |
| BEGINNING BALANCE | | | | |
| | \$73,139,518 | | | \$73,139,518 |
| Prior-Year Adjustments/Restatements (9793/9795) | | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$60,663,265 | -\$6,176,711 | \$0 | \$54,486,554 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$545,000 | | \$0 | \$545,000 |
| Reserved for Economic Uncertainties (9770) | \$20,013,133 | | \$0 | \$20,013,133 |
| Designated Amounts (9775-9780) | \$40,105,132 | -\$6,176,711 | \$0 | \$33,928,421 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
Enter Bargaining Unit: Sacramento City Teachers Association

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---------------------------------------|-----------------|--------------------------------------|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$0 | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$104,515,554 | | | \$104,515,554 - |
| TOTAL REVENUES | \$104,515,554 | \$0 | \$0 | \$104,515,554 |
| EXPENDITURES | | | \$0 | |
| Certificated Salaries (1000-1999) | \$49,162,222 | \$0 | \$0 | \$49,162,222 |
| Classified Salaries (2000-2999) | \$22,127,263 | | \$0 | \$22,127,263 |
| Employee Benefits (3000-3999) | \$57,278,083 | \$0 | \$0 | \$57,278,083 |
| Books and Supplies (4000-4999) | \$13,804,382 | | \$0 | \$13,804,382 |
| Services, Other Operating Expenses (5000-5999) | \$31,488,430 | | \$0 | \$31,488,430 |
| Capital Outlay (6000-6999) | \$2,571,724 | | \$0 | \$2,571,724 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$1,932,834 | | \$0 | \$1,932,834 |
| Other Adjustments | \$0 | | | \$0 |
| TOTAL EXPENDITURES | \$178,364,938 | \$0 | \$0 | \$178,364,938 |
| OPERATING SURPLUS (DEFICIT) | -\$73,849,384 | \$0 | \$0 | -\$73,849,384 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | | | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$70,288,278 | | \$0 | \$70,288,278 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$3,581,106 | \$0 | \$0 | -\$3,581,106 |
| BEGINNING BALANCE | \$8,327,289 | | | \$8,327,289 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$4,766,183 | \$0 | \$0 | \$4,766,183 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$4,766,183 | \$0 | \$0 | \$4,766,183 |
| Reserved for Economic Uncertainties (9770) | | | | \$0 |
| Designated Amounts (9775-9780) | | | | \$0 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Combined General Fund
Enter Bargaining Unit: Sacramento City Teachers Association**

| | Column 1 Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Dry Budget Revision) | Column 2 Adjustments as a Result of Settlement | Column 3 Other Revisions | Column 4 Total Current Budget (Columns 1+2+3) |
|---|--|--|-----------------------------|---|
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$367,365,708 | \$0 | \$0 | \$367,365,708 |
| Remaining Revenues (8100-8799) | \$118,440,064 | \$0 | \$0 | \$118,440,064 |
| TOTAL REVENUES | \$485,805,770 | \$0 | \$0 | \$485,805,770 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$197,337,618 | \$5,437,155 | \$0 | \$202,774,773 |
| Classified Salaries (2000-2999) | \$61,159,475 | \$0 | \$0 | \$61,159,475 |
| Employee Benefits (3000-3999) | \$155,208,364 | \$739,556 | \$0 | \$155,947,920 |
| Books and Supplies (4000-4999) | \$22,412,204 | \$0 | \$0 | \$22,412,204 |
| Services, Other Operating Expenses (5000-5999) | \$58,597,492 | \$0 | \$0 | \$58,597,492 |
| Capital Outlay (6000-6999) | \$4,755,391 | \$0 | \$0 | \$4,755,391 |
| Other Outgo (7100-7299) (7400-7499) | \$3,545,018 | \$0 | \$0 | \$3,545,018 |
| Direct Support/Indirect Cost (7300-7399) | -\$1,400,364 | \$0 | \$0 | -\$1,400,364 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$501,615,198 | \$6,176,711 | \$0 | \$507,791,909 |
| OPERATING SURPLUS (DEFICIT) | -\$15,809,428 | -\$6,176,711 | \$0 | -\$21,986,139 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$1,502,069 | \$0 | \$0 | \$1,502,069 |
| TRANSFERS OUT & OTHER USES (7610-7699) | -\$1,730,000 | \$0 | \$0 | -\$1,730,000 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$18,037,359 | -\$6,176,711 | \$0 | -\$22,214,070 |
| BEGINNING BALANCE | \$81,466,807 | | | \$81,466,807 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$65,429,448 | -\$6,176,711 | \$0 | \$59,252,737 |
| COMPONENTS OF ENDING BALANCE: | \$0 | | | |
| Reserved Amounts (9711-9740) | \$5,311,183 | \$0 | \$0 | \$5,311,183 |
| Reserved for Economic Uncertainties (9770) | \$20,013,133 | \$0 | \$0 | \$20,013,133 |
| Designated Amounts (9775-9780) | \$40,105,132 | -\$6,176,711 | \$0 | \$33,928,421 |
| Unappropriated Amounts - Unrestricted (9790) | \$0 | \$0 | \$0 | \$0 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 | \$0 |
| Reserve for Economic Uncertainties Percentage | 4.0% | | | 4.0% |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund
Enter Bargaining Unit: Sacramento City Teachers Association

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---------------------------------------|-----------------|--------------------------------------|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | \$0 | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$6,611,125 | \$0 | \$0 | \$6,611,125 |
| TOTAL REVENUES | \$6,611,125 | \$0 | \$0 | \$6,611,125 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$2,048,005 | \$44,629 | \$0 | \$2,092,634 |
| Classified Salaries (2000-2999) | \$1,522,661 | \$0 | \$0 | \$1,522,661 |
| Employee Benefits (3000-3999) | \$2,427,133 | \$7,859 | \$0 | \$2,434,992 |
| Books and Supplies (4000-4999) | \$178,507 | \$0 | \$0 | \$178,507 |
| Services, Other Operating Expenses (5000-5999) | \$648,714 | \$0 | \$0 | \$648,714 |
| Capital Outlay (6000-6999) | \$0 | \$0 | \$0 | \$0 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | \$0 | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$16,105 | \$0 | \$0 | \$16,105 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$6,841,125 | \$52,488 | \$0 | \$6,893,613 |
| OPERATING SURPLUS (DEFICIT) | -\$230,000 | -\$52,488 | \$0 | -\$282,488 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$230,000 | \$0 | \$0 | \$230,000 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$0 | \$0 | \$0 | \$0 |
| BEGINNING BALANCE | \$467,678 | | | \$467,678 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$467,678 | -\$52,488 | \$0 | \$415,190 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$0 | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties (9770) | \$0 | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$467,678 | -\$52,488 | \$0 | \$415,190 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Enter Bargaining Unit: Sacramento City Teachers Association

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|------------------------|---|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | \$0 | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$25,883,636 | \$0 | \$0 | \$25,883,636 |
| TOTAL REVENUES | \$25,883,636 | \$0 | \$0 | \$25,883,636 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$0 | \$0 | \$0 | \$0 |
| Classified Salaries (2000-2999) | \$6,867,380 | \$0 | \$0 | \$6,867,380 |
| Employee Benefits (3000-3999) | \$4,462,396 | \$0 | \$0 | \$4,462,396 |
| Books and Supplies (4000-4999) | \$13,162,620 | \$0 | \$0 | \$13,162,620 |
| Services, Other Operating Expenses (5000-5999) | \$257,817 | \$0 | \$0 | \$257,817 |
| Capital Outlay (6000-6999) | \$87,972 | \$0 | \$0 | \$87,972 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | \$0 | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$1,045,451 | \$0 | \$0 | \$1,045,451 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$25,883,636 | \$0 | \$0 | \$25,883,636 |
| OPERATING SURPLUS (DEFICIT) | \$0 | \$0 | \$0 | \$0 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | \$0 | \$0 | \$0 |
| TRANSFERS OUT & OTHER USES (7810-7899) | \$0 | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$0 | \$0 | \$0 | \$0 |
| BEGINNING BALANCE | \$10,846,642 | | | \$10,846,642 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$10,846,642 | \$0 | \$0 | \$10,846,642 |
| COMPONENTS OF ENDING BALANCE: | \$0 | \$0 | \$0 | \$0 |
| Reserved Amounts (9711-9740) | \$10,625,477 | \$0 | \$0 | \$10,625,477 |
| Reserved for Economic Uncertainties (9770) | \$0 | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$221,165 | \$0 | \$0 | \$221,165 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Child Development Fund
Enter Bargaining Unit: Sacramento City Teachers Association**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---------------------------------------|-----------------|--------------------------------------|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Sources (8010-8099) | \$0 | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$21,461,848 | \$0 | \$0 | \$21,461,848 |
| TOTAL REVENUES | \$21,461,848 | \$0 | \$0 | \$21,461,848 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$6,353,907 | \$139,644 | \$0 | \$6,493,551 |
| Classified Salaries (2000-2999) | \$3,867,580 | \$0 | \$0 | \$3,867,580 |
| Employee Benefits (3000-3999) | \$8,914,891 | \$24,591 | \$0 | \$8,939,482 |
| Books and Supplies (4000-4999) | \$864,132 | \$0 | \$0 | \$864,132 |
| Services, Other Operating Expenses (5000-5999) | \$611,068 | \$0 | \$0 | \$611,068 |
| Capital Outlay (6000-6999) | \$0 | \$0 | \$0 | \$0 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | \$0 | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$850,270 | \$0 | \$0 | \$850,270 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$21,461,848 | \$164,235 | \$0 | \$21,626,083 |
| OPERATING SURPLUS (DEFICIT) | \$0 | -\$164,235 | \$0 | -\$164,235 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$1,500,000 | \$0 | \$0 | \$1,500,000 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$1,500,000 | \$0 | \$0 | \$1,500,000 |
| BEGINNING BALANCE | \$1,297,883 | | | \$0 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$2,797,883 | -\$164,235 | \$0 | \$2,633,648 |
| COMPONENTS OF ENDING BALANCE: | \$0 | \$0 | \$0 | |
| Reserved Amounts (9711-9740) | \$0 | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties (9770) | \$0 | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$2,797,883 | -\$164,235 | \$0 | \$2,633,648 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |
| Reserve for Economic Uncertainties Percentage | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Charter Fund**
Enter Bargaining Unit: **Sacramento City Teachers Association**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---------------------------------------|-----------------|--------------------------------------|
| | Latest Board - Approved Budget Before Settlement (As of August 3, 2017, 45 Day Budget Revision) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$16,680,305 | \$0 | \$0 | \$16,680,305 |
| Remaining Revenues (8100-8799) | \$1,064,235 | \$0 | \$0 | \$1,064,235 |
| TOTAL REVENUES | \$17,744,540 | \$0 | \$0 | \$17,744,540 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$7,063,226 | \$163,046 | \$0 | \$7,226,272 |
| Classified Salaries (2000-2999) | \$986,833 | \$0 | \$0 | \$986,833 |
| Employee Benefits (3000-3999) | \$6,084,947 | \$28,712 | \$0 | \$6,113,659 |
| Books and Supplies (4000-4999) | \$357,299 | \$0 | \$0 | \$357,299 |
| Services, Other Operating Expenses (5000-5999) | \$1,564,277 | \$0 | \$0 | \$1,564,277 |
| Capital Outlay (6000-6999) | \$0 | \$0 | \$0 | \$0 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | \$0 | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$0 | \$0 | \$0 | \$0 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$16,056,582 | \$191,759 | \$0 | \$16,248,341 |
| OPERATING SURPLUS (DEFICIT) | \$1,687,958 | -\$191,759 | \$0 | \$1,496,199 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | \$0 | \$0 | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | -\$1,502,069 | \$0 | \$0 | -\$1,502,069 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$185,889 | \$0 | \$0 | \$185,889 |
| BEGINNING BALANCE | \$4,020,812 | | | \$4,020,812 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$4,206,701 | -\$191,759 | \$0 | \$4,014,942 |
| COMPONENTS OF ENDING BALANCE: | \$0 | \$0 | \$0 | \$0 |
| Reserved Amounts (9711-9740) | \$129,623 | \$0 | \$0 | \$129,623 |
| Reserved for Economic Uncertainties (9770) | \$0 | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$4,077,078 | -\$191,759 | \$0 | \$3,885,319 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund
Enter Bargaining Unit: Sacramento City Teachers Association

| | 2017-18 | 2018-19* | 2019-20* |
|---|---------------------------------------|--|---|
| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$367,365,706 | \$382,220,881 | \$390,917,985 |
| Remaining Revenues (8100-8799) | \$118,440,064 | \$134,482,531 | \$127,364,883 |
| TOTAL REVENUES | \$485,805,770 | \$516,703,412 | \$518,282,848 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$202,774,773 | \$216,368,811 | \$218,617,941 |
| Classified Salaries (2000-2999) | \$61,159,475 | \$62,643,493 | \$63,851,981 |
| Employee Benefits (3000-3999) | \$155,947,920 | \$169,258,053 | \$179,573,779 |
| Books and Supplies (4000-4999) | \$22,412,204 | \$28,963,693 | \$27,963,693 |
| Services, Other Operating Expenses (5000-5999) | \$58,597,492 | \$66,835,039 | \$62,285,039 |
| Capital Outlay (6000-6999) | \$4,755,391 | \$2,987,478 | \$487,478 |
| Other Outgo (7100-7299) (7400-7499) | \$3,545,018 | \$4,817,442 | \$5,012,343 |
| Direct Support/Indirect Cost (7300-7399) | -\$1,400,364 | -\$1,978,903 | -\$1,978,903 |
| Other Adjustments | \$0 | -\$5,959,043 | -\$16,220,334 |
| TOTAL EXPENDITURES | \$507,791,909 | \$543,936,063 | \$539,593,017 |
| OPERATING SURPLUS (DEFICIT) | -\$21,986,139 | -\$27,232,651 | -\$21,310,169 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$1,502,069 | \$1,533,612 | \$1,565,818 |
| TRANSFERS OUT & OTHER USES (7610-7699) | -\$1,730,000 | -\$1,730,000 | -\$1,730,000 |
| CONTRIBUTIONS (8980-8999) | | | |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$22,214,070 | -\$27,429,039 | -\$21,474,351 |
| BEGINNING BALANCE | | | |
| | \$81,466,807 | \$59,252,737 | \$31,823,698 |
| CURRENT-YEAR ENDING BALANCE | \$59,252,737 | \$31,823,698 | \$10,349,347 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Reserved Amounts (9711-9740) | \$5,311,183 | \$545,000 | \$545,000 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$20,013,133 | \$20,013,133 | \$9,804,347 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$33,928,421 | \$11,265,565 | \$0 |
| Unappropriated Amounts - Unrestricted (9790) | \$0 | \$0 | \$0 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 |

* Multi year as restricted revenues are reduced, expenditures will also decrease.

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

| | 2017-18 | 2018-19 | 2019-20 |
|--|---------------|---------------|---------------|
| a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | \$506,061,909 | \$542,206,063 | \$537,863,017 |
| b. State Standard Minimum Reserve Percentage for this District 2% enter percentage: | 2% | 2% | 2% |
| c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000 | \$10,121,238 | \$10,844,121 | \$10,757,260 |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

| | | | |
|---|--------------|--------------|-------------|
| a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$20,013,133 | \$20,013,133 | \$9,804,347 |
| b. General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$0 | \$0 | \$0 |
| c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770) | \$0 | \$0 | \$0 |
| d. Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790) | \$0 | \$0 | \$0 |
| g. Total Available Reserves | \$20,013,133 | \$20,013,133 | \$9,804,347 |
| h. Reserve for Economic Uncertainties Percentage | 4.0% | 3.7% | 1.8% |

3. Do unrestricted reserves meet the state minimum reserve amount?

| | | |
|---------|---|--|
| 2017-18 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2018-19 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2019-20 | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

The Board and administration will make the necessary adjustments to restore the required reserves for 2019-20.

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

The increase for 2016-17 was already included in the budget. Budget does not need to be revised to cover adjustment.

6. Please include any additional comments and explanation of Page 4 if necessary:

N/A

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

| | |
|---|------------------------------------|
| (a) Current-Year Base Revenue Limit (BRL) per ADA: (obtain from the County Office-provided Revenue Limit run, Form RL, Line 4) | N/A - RL is not longer used |
| | \$ _____ (Estimated) |
| (b) Prior-Year Base Revenue Limit per ADA: (Form RL, Line 1) | \$ _____ (Actual) |
| (c) Amount of Current-Year Increase: (a) minus (b) | \$ <u>0</u> |
| (d) Percentage Increase in BRL per ADA: (c) divided by (b) | N/A % |
| (e) Deficit: (Form RL, Line 9-a) | _____ % |
| (f) Percentage Increase in BRL after deficit: | _____ % |
| (g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1) | 1.88% |

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT


The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Sacramento City Unified School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the SCTA Bargaining Unit, during the term of the agreement from 07/01/2016 to 06/30/2019

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

| <u>Budget Adjustment Categories:</u> | <u>Budget Adjustment Increase (Decrease)</u> |
|---|--|
| <u>Revenues/Other Financing Sources</u> | <u>No change</u> |
| <u>Expenditures/Other Financing Uses</u> | <u>6,176,711</u> |
| <u>Ending Balance Increase (Decrease)</u> | <u>(6,176,711)</u> |

The budget revisions will be done as of 1st Interim.



District Superintendent
(Signature)

11/29/17

Date



Chief Business Officer
(Signature)

11/30/17

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent
(Signature)

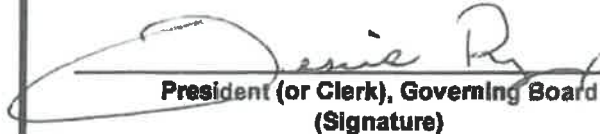
12/7/17

Date

Gerardo Castillo, CPA, CBO
Contact Person

(916) 643-9055
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on December 7, 2017 took action to approve the proposed Agreement with the Bargaining Unit.



President (or Clerk), Governing Board
(Signature)

12-7/17

Date

Tentative Agreement 11/29/17

Resolution of Outstanding Issues Related to the 2016-2019 Collective Bargaining Agreement
By and Between
The Sacramento City Unified School District
And
The Sacramento City Teachers' Association (SCTA)

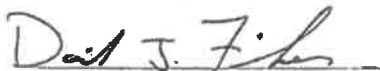
With the support of Sacramento Mayor Darrell Steinberg, the Sacramento City Unified School District (hereafter "the District") and the Sacramento City Teachers' Association (hereafter "SCTA") reached a tentative framework agreement on November 5, 2017, on several outstanding issues.

In addition, there remained several open, unresolved issues on which the parties have since reached agreement. These additional agreements are set forth as attachments to this document. Together with the November 5, 2017 framework agreement, as well as the previously agreed upon tentative agreements, these documents collectively encompass the overall Tentative Agreement between the District and the SCTA that will be presented to the Sacramento City Unified School Board and the members of SCTA for ratification and approval.

This Tentative Agreement (including all attachments) is subject to ratification by SCTA and approval by the Board of Trustees.

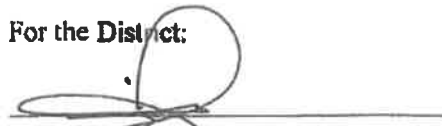
1. Psychologists
 - a. The Parties agree that two (2) additional psychologists will be allocated.
2. Doctoral Stipend
 - a. The Parties agree that the Doctoral stipend will be \$3000 effective 7/1/17.
3. Athletic Director Prep Period
 - a. The Parties agree to increase the stipends of Athletic Directors from Category B to Category A, and additional per diem compensation equivalent to one prep period.
4. Years of Experience
 - a. The Parties agree that unlimited years of qualified experience will be credited to new hires for placement on the salary schedule effective July 1, 2017; and
 - b. The Parties agree that unlimited years of qualified experience will be credited to current unit members for placement on the salary schedule prospectively, i.e. current members will be credited for all years of qualified experience as of July 1, 2017 and placed at the applicable higher step moving forward.
5. Dissolution of Appendix D (also incorporated into Articles 5 and 17)
 - a. The Parties agree that with the attached changes to Articles 5 and Article 17, Appendix D will be dissolved.

For the Association:



12/4/17
Date

For the District:



12/4/17
Date

07
1 of 2

Sacramento City Teachers Association Bargaining Team

~~Neil V~~
~~James Shinsky~~
RB Touch
Tari Green
Sandy Olson
Levy Watts
Barrett Pandy
Nicholas Puelony
Melissa Reynolds
Diana E. Ford
Scott Chase
Glen
Eric Moore
John Fickel
Pat
Monica Harvey
Rita Marie Sargent
Kunalo O. Mustang
Kendrick Baker
John King Jr.
Paul Blitt

Sam Hopper
~~John~~
Bert L. Peto
Bob Priestley
Carol L. Brown
John W. Scott
Cherish L. Best
Angela B. Jones
Pat
Pat
Janne Abbott
Sharon McWhorter

07
2022

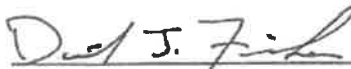
MEMORANDUM OF UNDERSTANDING
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
SACRAMENTO CITY TEACHERS ASSOCIATION
Concerning

Theodore Judah Elementary Teachers 2015-16

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties," hereby agree to the following terms of this agreement:


1. The Parties wish to settle all complaints and/or grievances related to Grievance #16 Class Size K-3 All Affected Teachers, in the spirit of compromise and in the interest of promoting harmonious labor relations.
2. To assist with the continued concern, the Parties agree that this action shall only apply to the following three (3) teachers at Theodore Judah Elementary School during the 2015-16 school year: Irene Jewitt, Deanna Godby and Mauro Galatolo.
3. Each teacher identified in #2 shall receive \$90 per day during their contractual service year for actual days worked with a class load of students above the class size limit between October 2, 2015 to June 16, 2016 as confirmed by attendance records.
4. This agreement is non-precedent setting and shall not be used for any other purpose in the future.
5. The Parties agree that this MOU constitutes the entire agreement, and full and final resolution between SCTA and the District regarding the subject matter of this MOU. Accordingly, the Parties acknowledge and agree that no other teacher may hereafter bring forward any such similar claim as stated in this MOU, whether known or unknown at the time this MOU is executed. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.

For the Association:



12/14/17
Date

For the District:



12/14/17
Date