

TENTATIVE AGREEMENT
Sacramento City Teachers Association
and
Sacramento City Unified School District

2014-2015 and 2015-2016 Fiscal Years

The Sacramento City Teachers Association ("SCTA") and the Sacramento City Unified School District ("District"), collectively referred to as "the parties" have considered their mutual interests and recognize the value and benefit of a positive long-term relationship.

RECITALS

- A. The Governor and State Legislature have passed the Local Control Funding Formula state budget which includes implementation of certain statewide initiatives.
- B. The parties recognize their mutual interest in allowing the District to present a balanced budget while providing necessary educational services to the community.

Accordingly, the parties agree as follows:

- 1. Except as expressly provided herein, the current collective bargaining agreement between the parties ("CBA"), including all terms and conditions of the parties' current collective bargaining agreement not otherwise modified by this Tentative Agreement, shall be continued without modification through June 30, 2016.
- 2. Except as otherwise provided herein, the terms of the collective bargaining agreement between the District and SCTA shall be closed for the 2014-2015 and 2015-2016 school years.

Article 5 - Hours of Employment

- 3. The parties agree to create a new Section 5.1.3 to read as follows:

For the 2014-2015 school year, the required days of service shall increase from one hundred eighty-two (182) service days to one hundred eighty-four (184) service days. This increase in service days shall reflect the restoration of two (2) furlough days, to be included on the 2014-2015 calendar as August 27, 2014, and August 28, 2014. For the 2014-2015 school year, the first instructional day shall be September 2, 2014.

- a. August 27, 2014, and August 28, 2014, shall be designated as non-instructional, pre-service staff development days. The District shall be responsible for determining the curriculum on August 27, 2014, while August 28th should be collaboratively developed at the site level.

Negotiations Note: The parties agree that the two (2) furlough days will be restored to all SCTA unit members work calendars regardless of job classification.

4. The parties agree to create a new Section 5.1.4 to read as follows:

For the 2014-2015 school year, the District will offer non-mandatory training to SCTA members from August 4, 2014 through August 22, 2014. The District shall compensate voluntary SCTA member participants at the per session rate of thirty-seven dollars and thirteen cents (\$37.13).

5. The parties agree to create a new Section 5.1.5 to read as follows:

For the 2015-2016 school year, the required days of service shall be one hundred eighty-four (184) service days. September 2, 2015, and September 3, 2015, shall be non-instructional days. For the 2015-2016 school year, the first instructional day shall be September 8, 2015. The specific dates provided for in this section are subject to modification by the committee established by Section 5.14.1.

6. The parties agree to replace Section 5.7.1.3 and Section 5.7.4.1 with the following:

Beginning in the 2014-2015 school year, there shall be two (2) options available to school-sites for their Kindergarten instructional day:

- a. The maximum regularly scheduled Kindergarten instructional day for teachers shall be two hundred (200) minutes. This subsection shall be referred to as "option (a)."
- b. After conducting an election held pursuant to subsection "c" of Section 5.7.1.3 or Section 5.7.4.1, and approved by SCTA and the District, a school-site may schedule Kindergarten teachers' instructional day at two hundred and fifty-five (255) minutes or thirty (30) minutes less than the primary teachers' instructional minutes. An election pursuant to Section 5.7.1.3 (c) or Section 5.7.4.1(c) shall be held every three (3) years for school-sites choosing this option. If an election is not held, the site will automatically revert to option (a) under this section. This subsection shall be referred to as "option (b)."
- c. The full-time SCTA members employed at a school-site shall vote to elect an option under this section for Kindergarten teachers' instructional day. The term of each option provided for in this section shall be a three (3) year period effective upon the commencement of the school year immediately following the election. If option (b) does not secure positive votes from at least eighty percent (80%) of the school-site's voting members, option (a) shall become effective for the school year immediately following the election.
- d. If a school-site votes to implement option (b), those Kindergarten teachers affected by the decision may choose to self-surplus as set forth in Section 8.4.2.1.1 of the collective

bargaining agreement. After a successful vote to implement option (b), those Kindergarten teachers wishing to self-surplus must notify the District in writing.

7. The parties agree to create a new Section 5.7.3.4 to read as follows:

- a. The following school-sites shall be permitted to continue their extended-day Kindergarten programs using option (b) under Sections 5.7.1.3: David Lubin, Father Keith B. Kenny, Golden Empire, Leataata Floyd, John Still, Oak Ridge, Parkway, and Tahoe Elementary. These school sites shall each conduct an election regarding continuation of option (b), pursuant to Section 5.7.1.3 (c), before the commencement of Winter Break of the 2014-2015 school year. Any of these identified school sites that fail to hold such an election by the commencement of Winter Break of the 2014-2015 school year, shall revert back to option (a) upon the start of instruction immediately following Winter Break of the 2014-2015 school year.
- b. All other school-sites that wish to hold a vote regarding option (b) of Sections 5.7.1.3 or 5.7.4.1, and not expressly identified in this section, shall be permitted to do so in the Spring of 2015 for implementation beginning in the 2015-2016 school year.
- c. Sites choosing to implement option (b) shall not evaluate Kindergarten teachers teaching extended day Kindergarten in the implementation year.

8. The parties agree to create a new Section 5.7.3.5 to read as follows:

The District and SCTA shall establish a joint Extended-Day Kindergarten Committee to assist with issues related to extended-day Kindergarten. The primary purpose of this committee shall be to evaluate the effectiveness of the extended-day Kindergarten program. The committee shall consist of three (3) District appointed members and three (3) SCTA appointed members.

Negotiations Note: The parties acknowledge the need for compliance with Education Code section 44664 and Government Code section 3540, regarding evaluation of certified personnel. Therefore, the District shall apply for and make every possible effort to obtain a waiver from the State Board of Education to ensure compliance with the intent paragraph 8 (c) for sites voting to implement option (b) of Sections 5.7.1.3 and 5.7.4.1.

9. The Parties agree to create a new Section 5.7.3.3 to read as follows:

The parties agree to add additional minutes to the instructional day of each week for the purpose of establishing collaborative time for all SCTA members to be held weekly. The details of this work schedule will be developed through the work of the Calendar Committee, as identified in section 5.14. All collaborative time provided in this section shall count toward SCTA

members' eighteen (18) hours of staff development required pursuant to the SCTA salary schedules.

10. The parties agree to create a new Section 5.14 entitled "Calendar Committee."

Section 5.14.1 to read as follows:

Effective the 2014-2015 school year, a Calendar Committee shall be established. The Committee shall be made up of an equal number of appointees from SCTA and the District. The primary purpose of this committee shall be to explore the possibility of adjusting the start and end dates of the school year beginning with the 2015-2016, 2016-2017, and 2017-18 school years. The Committee will review the District's academic calendar, as well as the laws and regulations governing instructional minutes, and make recommendations to the District and SCTA for changes to be negotiated, if needed.

Article 6 – Evaluations

11. The parties agree to create a new Section 6.13 entitled "Joint Evaluation Committee."

Section 6.13.1 to read as follows:

Effective the 2014-2015 school year, a Joint Evaluation Committee shall be established for the purpose of working towards the development and recommendation of updated teacher evaluation tools and process. The District and SCTA will each appoint five (5) members to serve on the Committee. The Committee will set meeting dates as soon as possible for the 2014-2015 school year. The Committee shall make a recommendation regarding the updated evaluation tools and process to the District and SCTA by January 30, 2015 for purposes of negotiations. The updated evaluation tools and process will be developed with the goal of achieving implementation by the 2015-2016 school year.

12. The Parties agree to establish a new Section 6.14 entitled "Split Classes Reduction"

Section 6.14.1 to read as follows:

The District agrees that assigning split classes (more than one grade level in regular education grades K-6) is not in the best long-term interests of the students or teachers. The District agrees to make every effort possible to reduce the number of split classes.

Section 6.14.2 to read as follows:

Teachers who are assigned to teach split classes (more than one grade level in regular education grades K-6) shall not receive an evaluation per Article 6 of the collective bargaining agreement in the 2014-15 or the 2015-2016 school years.

Negotiations Note: The parties acknowledge the need for compliance with Education Code section 44664 and Government Code section 3540, regarding evaluation of certificated personnel. Therefore, the District shall apply for and make every possible effort to obtain a waiver from the State Board of Education to ensure compliance with the intent of paragraph 12 and the new Article 6.14.2.

Article 12 – Compensation

13. The parties agree to create a new Section 12.17 entitled **“Salary for 2014-2015 and 2015-2016.”**

Section 12.17.1 to read as follows:

For the 2014-2015 school year, salary schedules for all SCTA bargaining unit members will increase by two percent (2.0%) effective July 1, 2014. For the 2015-2016 school year, salary schedules will increase by one percent (1%) effective July 1, 2015.

Section 12.17.2 to read as follows:

In consideration for the aforementioned increases on the salary schedule, SCTA hereby releases and forever discharges the District from any claims arising out of paragraph 4, subdivision d, of the June 4, 2010 Letter of Agreement between the District and SCTA.

Section 12.17.3 to read as follows:

If the District receives additional funding or savings over the District’s general fund unrestricted budgeted projections for the 2015-2016 school year, the Parties agree to immediately reopen negotiations to bargain over possible enhancements to SCTA bargaining unit members’ compensation.

14. The parties agree to create a new Section 12.18 entitled **“Stipend Review.”**

Section 12.18.1 to read as follows:

During the 2014-2015 school year, the District and SCTA shall work together to review the stipends and reimbursement rates provided for in the collective bargaining agreement between the District and SCTA in order to update the rates and work for which stipends shall be received according to current practice.

15. **Employee Benefits:** Pursuant to Article 13.15 of the current collective bargaining agreement between the District and SCTA, the Parties agree to participate in a **“Health and Welfare Benefits Committee”** for the purpose of studying fringe benefit coverage. The Parties agree to revise Section 13.15.2 to read as follows:

The Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of

requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost.

16. The Parties agree to create a new Section 13.18.1 to read as follows:

In the 2013-14 school year, SCTA members individually contributed twenty dollars (\$20) per month to fund retiree health benefits. Commencing with the 2014-2015 school year, SCTA members shall contribute an additional amount per month, in addition to the \$20 per month, equal to the highest percentage increase of any plan on the premium rate of health insurance coverage for active members or current retirees. This amount shall be assessed annually, based on the greater of the highest premium plan increase for active employees and current retirees. If the premium rate of health insurance coverage is decreased rather than increased the SCTA member contribution rate shall remain at the rate established in the preceding year. Any savings received by the District as a result of the decrease shall be contributed toward funding retiree health benefits and shall be placed in the jointly-administered Trust established with the California Public Employees' Retirement System ("CalPERS").

Article 17 – Class Size

17. The parties agree to revise Section 17.1.1 to read as follows:

The District and SCTA have discussed the requirements established by the Local Control Funding Formula ("LCFF") Class Size Grade Span Adjustment ("GSA") program. Pursuant to the LCFF, the parties agree to establish a collectively bargained alternative class size ratio. Accordingly, for the 2014-2015 and the 2015-2016 school years only, class sizes in Kindergarten (including Pre-Kindergarten and Transitional Kindergarten) and grades one (1) through three (3), at sites with seventy five percent (75%) free and reduced lunch, or above, will be adjusted as follows:

For the 2014-2015 school year only, school sites with seventy five percent (75%) or more Title 1 funding levels shall decrease the current negotiated maximum of 32:1 student-teacher ratio in Kindergarten to 31:1 and the current 31:1 student-teacher ratio in grades one (1) through three (3), inclusive, to 30:1.

For the 2015-2016 school year only, school sites with seventy five percent (75%) or more free and reduced lunch funding levels shall decrease the negotiated maximum to a student-teacher ratio in Kindergarten to 29:1 and to a student-teacher ratio in grades one (1) through three (3), inclusive, to 28:1.

The Parties agree to revise Section 17.1.2 to read as follows:

The Intent of the parties is that this Agreement addresses any and all obligations of the parties to have 'a collectively bargained alternative ratio' and includes the parties' agreement on these issues as required to preserve the additional Class Size Reduction adjustment grant, as currently stated in the LCFF provisions, including Education Code section 42238.02. The District and SCTA agree to continue to work together for the purpose of reducing class size with the goal of

making progress towards the Class Size Adjustment (CSA) established by LCFF. To assist with obtaining this goal the District and SCTA agree to establish a class size adjustment work group with equal numbers of members from SCTA and the District. The committee will look at District programs and departments to make recommendations to the District and SCTA bargaining teams regarding where re-purposing could assist the District to achieve the target class sizes established by LCFF.

The Parties agree to meet during the 2015-16 school year to hear the recommendations from CSA work group and bargain the use of CSA funding for the 2016-2017 school year and beyond.

The parties agree that the negotiated class enrollment limit set for Sections 17.1.1 and 17.1.2 meets all requirements of law and fulfills the LCFF collective bargaining alternative agreement exception requirements to obtain CSA grade span adjustment funding for the 2014-2015 and 2015-2016 school years.

If State regulations are modified in a manner that causes the District to determine that the District may incur a CSA penalty or to lose CSA funds, then the parties agree to immediately meet and renegotiate this provision in an attempt to avoid that financial loss.

18. The Parties agree to create a new Section 1 under Appendix D understanding and using the following:

Consistent with Special Education laws and student needs, the District has the discretion to place any special education student in any classroom or setting, including general education. The parties agree that the language in Appendix D needs further discussion and understanding to mutually develop quality supports for the special education and the student inclusion program.

Effective beginning September of the 2014-15 school year, the Parties agree to establish a workgroup to discuss the negotiable effects of the District's student inclusion program. The workgroup's task is to make recommendations to both SCTA and the District's negotiations teams regarding additional supports for teachers assigned students with moderate to severe disabilities participating in District inclusion programs. The workgroup will be composed of an equal number of appointees from SCTA and the District. The workgroup will be asked to complete its work as soon as possible in the 2014-2015 school year. The Parties' Appendix D grievance settlement and agreement dated June 9, 2014 shall remain in force until the Parties complete their work creating and negotiating a new Section 1 under Appendix D.

19. The parties have a mutual interest in providing additional staff development days for certificated employees. If the District identifies a surplus in the fiscal year 2013-2014 State funding designated for Common Core Standards Implementation, the District and SCTA shall jointly meet and negotiate regarding the potential use of the funds for additional staff development days.

- 20. The parties acknowledge that the District may replace its current business information system, "ESCAPE", during the term of this Agreement. A transition from the current ESCAPE business information system to a new business information system may require the District to change certain business practices or may provide the District opportunities to reduce costs and improve the efficiency of current business practices. In the event that such changes become foreseeable, the District and SCTA agree to meet and bargain regarding any effects its implementation may have on the parties' Collective Bargaining Agreement or unit members' salaries or working conditions.
- 21. The District and SCTA have a mutual interest in maintaining an accurate and updated record of the agreements between the parties. Accordingly, the District and SCTA shall meet upon the commencement of the 2014-2015 school year for the limited purpose of conducting a joint review of existing agreements between the parties, including but not limited to all known memoranda of understanding, side letters of agreements, and tentative agreements. Upon completion of this comprehensive review, the parties agree to work together in order to consolidate all currently effective agreements and incorporate them if practical into the Appendix of the collective bargaining agreement between the District and SCTA.
- 22. This tentative agreement shall not be effective until and unless it has been ratified by SCTA and approved by the District's Board of Education. The SCTA and District bargaining team acknowledge that by their signatures below they are entering into a good faith commitment to support this Agreement and take whatever actions are necessary to obtain the approval of the parties they represent.

For the District:

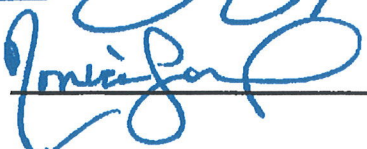
For SCTA:





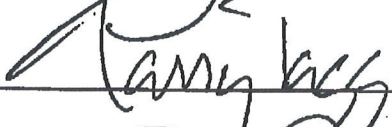


David J. Finken



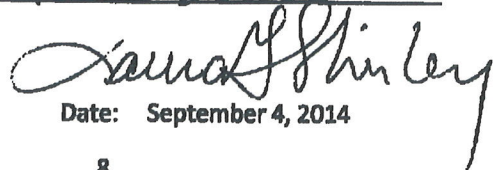












Date: September 4, 2014

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