



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

**Meeting Date:** August 8, 2024

**Subject:** Approval of Intergovernmental Agreement between Sacramento County Office of Education and Sacramento City Unified School District

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

**Division:** Business Services

**Recommendation:** Approve the agreement between the Sacramento County Office of Education and Sacramento City Unified School District.

**Background/Rationale:** In response to the FY2023-24 qualified Second Interim Budget report, and in support of the District's fiscal health, the agreement establishes that SCOE will fund a district position (Budget Analyst) for fiscal years 2024-2025 and 2025-26. The position is a district employee and SCUSD will invoice SCOE for the costs related to the position.

**Financial Considerations:** See attached

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Intergovernmental Agreement between Sacramento County Office of Education and Sacramento City Unified School District Expenditure and Other Agreements

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business & Operation Officer

**Approved by:** Lisa Allen, Superintendent



## INTERGOVERNMENTAL AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Superintendent of the Sacramento County Office of Education (“County”) and the Sacramento City Unified School District (“District”), collectively referred to as the “Parties.”

### RECITALS

WHEREAS, the County and the District have a shared commitment to fiscal responsibility and the District’s short-term and long-term fiscal stability and well-being;

WHEREAS, projected economic challenges for the District caused by recent negotiated settlements, precipitous reductions in projected State funding for 2024-2025, and declining enrollment will require the District to commit additional resources (monetary and staff) to its budget and financial planning efforts;

WHEREAS, as part of the County’s fiscal oversight responsibilities, the County determined that the District may be unable to meet its financial obligations for the current or two subsequent fiscal years, and the District received a qualified interim financial certification;

WHEREAS, the County is taking actions that are necessary to ensure that the District meets its financial obligations and is requiring the District to regularly submit information to the County, including a fiscal plan, reports, and notices;

WHEREAS, in order to assist the District in addressing its fiscal challenges and in complying with the County requirements, the County will fund a new classified confidential Budget Analyst position for two (2) years as set forth in this Agreement, commencing with the Budget Analyst’s first day of employment with the District;

WHEREAS, the Budget Analyst will be a District employee and serve in a confidential classified position within the District; and

WHEREAS, the Parties desire to enter into this Agreement in order to clarify the County’s funding obligations and the Budget Analyst’s status and role as a District employee.

### AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement.
2. Budget Analyst’s Employment Status. During the Term of this Agreement, the Budget Analyst shall be a District employee subject to any and all District rules, requirements, policies, procedures and expectations for District confidential classified employees. The Parties agree and acknowledge that the Budget Analyst will work at the District’s main office and shall be supervised by the District’s Chief Business and Operations Officer. The Budget Analyst will not be entitled to any County employment benefits by virtue of this Agreement.

3. Budget Analyst's Employment Duties. Budget Analyst shall assist District in responding to the County's fiscal requests, including reviewing and reporting on the District's budget and budget practices.
4. Funding.
  - a. The Parties agree that the County shall pay the employee's total compensation (salary, benefits and statutory benefit costs) based on the Budget Analyst's placement on the attached Salary Schedule and in accordance with the Salary Projections, which are attached and incorporated into this Agreement. The County shall contribute to the total compensation for a two year period commencing on the Budget Analyst's first date of employment, as follows:
    - i. For the first twelve month period: one hundred percent (100%)
    - ii. For the second twelve month period, fifty percent (50%)
  - b. Upon hiring the candidate, each quarter year (3 months) thereafter for the duration of this agreement, the District shall invoice the County for the cost of the Budget Analyst's salary and benefits based upon the prior 3 months actual costs of the position. The County shall remit payment to the District within 30 days of receiving the invoice.
  - c. County's funding for the position is contingent upon the District utilizing the Budget Analyst for the purposes set forth in this Agreement. Upon request, County will have access to all District's records, books, reports, and personnel related to the performance of this Agreement.
5. Effective Date and Term. This Agreement shall be effective upon execution by all Parties and shall end on July 1, 2026. The Agreement will automatically terminate upon the Budget Analyst's termination of employment. If either party determines that the other is in breach of this Agreement, they may provide a 30-day written notice to cure to the other party. The party providing notice may elect to provide a written notice to terminate the Agreement immediately if the breach is not cured within the 30-day period.

The Parties agree that no later than forty-five days prior to the Budget Analyst's two-year employment anniversary, the Parties will convene a meeting to review the future need and potential funding for the position.
6. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.
7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement shall be enforceable in any court of competent jurisdiction in the County of Sacramento, State of California.
8. Counterparts. This Agreement may be executed in counterparts. A copy or original of this document with all signature pages appended together will be deemed a fully executed, original agreement.

9. Interpretation. The parties acknowledge that each of them has fully discussed the contents of this Agreement with its chosen representatives or legal counsel or both and has had the benefit of legal counsel in negotiating and drafting these terms. Neither this Agreement nor any of its provisions shall be deemed to have been prepared or drafted by one party or its attorneys nor shall this Agreement or its provisions be construed more strongly against any single party.
10. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SUPERINTENDENT OF THE  
SACRAMENTO COUNTY OFFICE  
OF EDUCATION

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Nicolas Sweizer  
Associate Superintendent

By: \_\_\_\_\_  
Janea Marking  
Chief Business and Operations Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

0800 Business Svc

SALARY PROJECTIONS 2024/2025

<u>CLASSIFIED</u>												TOTAL		TOTAL		
EMPLOYEE	TITLE	FTE	FTE%	FTE	RATE	INCREASE	ACTUAL RATE	ADD ON	MONTHS	FTE%	FTE%	ADD ON	SALARY	HEALTH & WELFARE	FIXED CHARGES	TOTAL
Moreno, Torrie (Step 2)	Budget Analyst	1.0000	100%	1.00	86,130		\$ 86,130	943.33	11	1	1.0000	\$ 10,377	96,507	\$ 37,510	35,611	\$ 169,628
Moreno, Torrie (Step 3)	Budget Analyst	1.0000	100%	1.00	8,163	0	\$ 8,163	943.33	1	1	1.0000	\$ 943	9,106	\$ 37,510	3,360	\$ 49,977
				0.00		0	\$ 0			1	0.0000	\$	105,613	75,021	38,970	219,604
<i>Projected Step Increase in 2025-26</i>																
Moreno, Torrie (Step 3)	Budget Analyst	1.0000	100%	1.00	89,793	0	\$ 89,793	943.33	11	1	1.0000	\$ 10,377	100,170	\$ 37,510	36,963	\$ 174,643
Moreno, Torrie (Step 4)	Budget Analyst	1.0000	100%	1.00	8,521	0	\$ 8,521	943.33	1	1	1.0000	\$ 943	9,464	\$ 37,510	3,493	\$ 50,467
				0.00		0	\$ 0			1	0.0000	\$	109,634	75,021	40,455	225,110
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
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				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$
				0.00		0	\$ 0			1	0.0000	\$	-	\$		\$

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Salary Schedule for Confidential Unit  
2023-24 School Year (12 Months)  
(Effective July 1, 2022)

SALARY RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
46	\$5,352	\$30.88	\$5,557	\$32.06	\$5,781	\$33.35	\$6,003	\$34.63	\$6,250	\$36.06	\$6,487	\$37.43
47	\$5,454	\$31.47	\$5,666	\$32.69	\$5,870	\$33.87	\$6,119	\$35.30	\$6,381	\$36.81	\$6,632	\$38.26
48	\$5,557	\$32.06	\$5,781	\$33.35	\$6,003	\$34.63	\$6,250	\$36.06	\$6,487	\$37.43	\$6,790	\$39.17
49	\$5,666	\$32.69	\$5,870	\$33.87	\$6,119	\$35.30	\$6,381	\$36.81	\$6,632	\$38.26	\$6,905	\$39.84
50	\$5,781	\$33.35	\$6,003	\$34.63	\$6,250	\$36.06	\$6,487	\$37.43	\$6,790	\$39.17	\$7,069	\$40.78
51	\$5,870	\$33.87	\$6,119	\$35.30	\$6,381	\$36.81	\$6,632	\$38.26	\$6,905	\$39.84	\$7,209	\$41.59
52	\$6,003	\$34.63	\$6,250	\$36.06	\$6,487	\$37.43	\$6,790	\$39.17	\$7,069	\$40.78	\$7,358	\$42.45
53	\$6,119	\$35.30	\$6,381	\$36.81	\$6,632	\$38.26	\$6,905	\$39.84	\$7,209	\$41.59	\$7,519	\$43.38
54	\$6,250	\$36.06	\$6,487	\$37.43	\$6,790	\$39.17	\$7,069	\$40.78	\$7,358	\$42.45	\$7,690	\$44.37
55	\$6,381	\$36.81	\$6,632	\$38.26	\$6,905	\$39.84	\$7,209	\$41.59	\$7,519	\$43.38	\$7,830	\$45.17
56	\$6,487	\$37.43	\$6,790	\$39.17	\$7,069	\$40.78	\$7,358	\$42.45	\$7,690	\$44.37	\$8,003	\$46.17
57	\$6,632	\$38.26	\$6,905	\$39.84	\$7,209	\$41.59	\$7,519	\$43.38	\$7,830	\$45.17	\$8,163	\$47.09
58	\$6,790	\$39.17	\$7,069	\$40.78	\$7,358	\$42.45	\$7,690	\$44.37	\$8,003	\$46.17	\$8,349	\$48.17
59	\$6,905	\$39.84	\$7,209	\$41.59	\$7,519	\$43.38	\$7,830	\$45.17	\$8,163	\$47.09	\$8,521	\$49.16
60	\$7,069	\$40.78	\$7,358	\$42.45	\$7,690	\$44.37	\$8,003	\$46.17	\$8,349	\$48.17	\$8,702	\$50.20
61	\$7,209	\$41.59	\$7,519	\$43.38	\$7,830	\$45.17	\$8,163	\$47.09	\$8,521	\$49.16	\$8,895	\$51.32
62	\$7,358	\$42.45	\$7,690	\$44.37	\$8,003	\$46.17	\$8,349	\$48.17	\$8,702	\$50.20	\$9,090	\$52.44
63	\$7,519	\$43.38	\$7,830	\$45.17	\$8,163	\$47.09	\$8,521	\$49.16	\$8,895	\$51.32	\$9,302	\$53.67
64	\$7,690	\$44.37	\$8,003	\$46.17	\$8,349	\$48.17	\$8,702	\$50.20	\$9,090	\$52.44	\$9,511	\$54.87
65	\$7,830	\$45.17	\$8,163	\$47.09	\$8,521	\$49.16	\$8,895	\$51.32	\$9,302	\$53.67	\$9,720	\$56.08
66	\$8,003	\$46.17	\$8,349	\$48.17	\$8,702	\$50.20	\$9,090	\$52.44	\$9,511	\$54.87	\$9,934	\$57.31
67	\$8,163	\$47.09	\$8,521	\$49.16	\$8,895	\$51.32	\$9,302	\$53.67	\$9,720	\$56.08	\$10,156	\$58.59
68	\$8,349	\$48.17	\$8,702	\$50.20	\$9,090	\$52.44	\$9,511	\$54.87	\$9,934	\$57.31	\$10,383	\$59.90
69	\$8,521	\$49.16	\$8,895	\$51.32	\$9,302	\$53.67	\$9,720	\$56.08	\$10,156	\$58.59	\$10,617	\$61.25
70	\$8,702	\$50.20	\$9,090	\$52.44	\$9,511	\$54.87	\$9,934	\$57.31	\$10,383	\$59.90	\$10,860	\$62.65
71	\$8,895	\$51.32	\$9,302	\$53.67	\$9,720	\$56.08	\$10,156	\$58.59	\$10,617	\$61.25	\$11,103	\$64.06
72	\$9,090	\$52.44	\$9,511	\$54.87	\$9,934	\$57.31	\$10,383	\$59.90	\$10,860	\$62.65	\$11,382	\$65.67
73	\$9,302	\$53.67	\$9,720	\$56.08	\$10,156	\$58.59	\$10,617	\$61.25	\$11,103	\$64.06	\$11,668	\$67.32

**Longevity Increment:** Effective June 1, 2008, a \$783 annual stipend after completion of 10, 16, 19, 22, and 25 years of credited service. **In-Service Growth:** Effective July 1, 1990, a stipend of \$5.00 per month, per semester unit of credit may be earned after three years of service, for up to a total of 32 units. Effective May 1, 2006, the compensation per unit of allowable credit and maximum number of units shall be increased as follows: 0 - 6.5 units= \$6; 7 - 13.5 units= \$7; 14 - 20.5 units= \$8; 21 - 48 units= \$9; 49 - 60 units= \$10. District and/or union sponsored training programs will receive credit of one unit per 16 hours of training. **Hourly Rates:** Computed on the basis of 173.333 average work-hours per month.

Salary Schedule - Hourly: F-HR; Monthly: F-M

Effective 7/1/2022, 10% Increase Applied  
CONF 23-24 Updated 2/1/2024