TENTATIVE AGREEMENT Between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT And SACRAMENTO CITY TEACHERS ASSOCIATION

In order to resolve outstanding issues related to the 2015-16 negotiations, the creation of collaborative time, the counselor arbitration, and SCTA's unfair labor practice charge against the District, "UPC No. SA-CE 2835-E", the Sacramento City Unified School District (SCUSD) and the Sacramento City Teachers Association (SCTA) hereby agree as follows:

1. Article 12: Compensation

- la. Effective July 1, 2015, SCTA salary schedules and those pay categories tied or linked to salary schedules shall be increased by an additional 2.5 percent.
- 1b. Effective January 1, 2016. SCTA salary schedules and those pay categories tied or linked to salary schedules shall be increased by an additional 2.5 percent.

2. Collaborative Time

The additional 2.5% increase set forth in 1(b) above is the result of a conditional agreement reached by the parties to provide collaborative time for SCTA members, which has been a long-standing and common goal of the parties. Collaborative time is time spent in professional learning activities that focus on a school site's Single Plan for Student Achievement plan and/or the District Strategic Plan and related initiatives. This may be done in department/grade level teams, and/or special populations of certificated unit employees, or as whole-staff activities. Typically, team meetings will focus on improving student achievement through the examination of student work, analyzing student/school data, sharing methodologies, planning and developing curriculum and assessments. The time is intended to be for group collaboration.

- 2a. The Parties agree to incorporate ongoing collaborative time, beginning in the 2016-17 school year, to allow regular and defined time for educators to collaborate on approaches to improving student achievement and common issues with their colleagues.
- 2b. In order to create the collaborative time, the regular instructional day will be increased 12 minutes per day in order to create 1 hour of collaborative time each week.
- 2c. On each regular instructional day that falls on a Thursday, students will be released I hour earlier than the ending time on a regular instructional day on the other days of the week.

2d. Collaborative time shall be structured as follows:

- 1. On the first Thursday of each month a staff meeting, not to exceed 60 minutes, will be held.
- 2. On the second, third, and fourth Thursdays of each month, unit members will be provided 60 minutes of collaborative time, immediately following the conclusion of the instructional day with students, on those Thursdays when there is a regular instructional day.
- 3. On the fifth Thursday of each month (if occurring), the regular work day for unit members shall conclude fifteen minutes after the end of the instructional day for students. If voluntary professional learning opportunities are provided during the fifth Thursday of a month, unit members will be paid at the volunteer rate. If mandatory professional development training is required the fifth Thursday of a month, educators will be paid at their regular contractual daily rate.
- 4. The eighteen paid regular hours of common planning time shall be incorporated into the collaborative time, as provided for above. Furthermore, the additional 8 hours annually required to provide for collaborative time on the fourth Thursday of the month, shall be paid at the regular contracted daily rate and incorporated into the salary schedule.
- 2e. For eight hour unit members, the current practice regarding Common Planning Time (CPT) shall remain in effect until a mutually-agreed upon alternative has been negotiated.
- 2f. The Parties agree that the increase in instructional minutes on a daily basis to allow for collaborative time will result in the need to modify the terms and conditions of regarding maximum teachers' instructional day set forth in Section 5.7 of the collective bargaining agreement. The Parties also agree that the students' instructional minutes must meet the state requirements.

3. Resolution of Grievance #1 - Counselor Arbitration (American Arbitration Association Case No. 01-15-0005-6900)

Without any admission or finding of wrongdoing or liability by either party for any purpose, the parties agree to settle and resolve the dispute related to the counselor grievance/arbitration in the following manner:

3a. Those counselors who were assigned to a middle or high school site which was staffed at a level below the allocation set forth in the June 9, 2014 settlement between the parties shall be paid \$90 per day for each instructional day of work beginning on July 1,

2014 through June 30, 2016.

3b. The Parties agree to consider the development of an alternative method of allocation that may differentiate the ratio of students to counselors in high schools versus middle schools. As part of this negotiation, the District and the Association agree to also consider the allocation of counselors to those middle and high schools where no counselor hours are currently assigned.

3c. The District and the Association further recognize that there may be a difference in interpretation regarding the calculation of the number of counselors at each individual work site as set forth in the June 9, 2014 agreement, which remains in effect. The parties agree to make reasonable efforts to reach a resolution to this difference prior to commencement of the 2016-17 school year, as well as considerations raised in 3(b) above. The parties agree that if an agreement cannot be reached regarding the calculation or if an alternative method is not agreed to in its place, the matter may be resubmitted to a mutually agreed upon neutral arbitrator for a final determination of the calculation method, but expect that this issue will become moot as the parties negotiate an alternative allocation method.

3d. No later than one week after the execution of this Agreement, the Association shall notify the American Arbitration Association that Case No. 01-15-0005-6900 and the corresponding Grievance have been settled and therefore the Case should be dismissed.

4. SCTA's Withdrawal and Dismissal of UPC No. SA-CE 2835-E Unfair Labor Practice Charge, with Prejudice

Upon ratification of this Tentative Agreement, without any admissions or findings of any wrongdoing, violation or misinterpretation of the CBA by either party, SCTA expressly agrees to withdraw and dismiss its unfair labor practice charge against the District, UPC No. SA-CE 2835-E., with prejudice.

5. Extension of Collective Bargaining Agreement

This agreement completes and settles all negotiations for reopeners for the 2015-2016 year. The Parties intend to negotiate a successor agreement, effective July 1, 2016, in good faith. With the current agreement set to expire on June 30, 2016, the parties agree to extend the contract through December 1, 2016, in order to allow the parties some time to negotiate a successor agreement. The parties agree to begin negotiations for the successor agreement shortly after the commencement of the 2016-17 school year, with a goal of reaching an agreement by December 1, 2016. In the event that there is not an agreement by December 1, 2016, the contract may be extended by mutual agreement.

This tentative agreement shall not be effective until and unless it has been ratified by SCTA members and approved by the District's Board of Education. The Parties 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.

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For the Association:
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