

## SCTA Proposal to SCUSD<sup>1</sup>

March 31, 2022.

In order resolve various outstanding issues, SCTA proposes the following:

**1. Accept the Fact-Finder's Compromise:** The District will accept neutral third-party Joe Lindsay's Fact-Finding Compromise in Case SA-IM-3456-E. Attached are the modified SCTA proposals which incorporate the elements of the Fact-Finding Compromise. Attached are revisions to SCTA's previous proposals that incorporate the recommendations of the Fact-Finder's Compromise. The attached proposals include:

A: SCTA Proposal on COVID Health and Safety and Independent Study dated March 30, 2022.

B: SCTA Proposal on Substitutes, Combined Classes and Extra Work dated March 30, 2022.

C. Tentative Agreement Between SCUSD and SCTA on Extra Work for School Nurses dated

D. Clarified Tentative Agreement SCTA Proposal on Training Specialists dated March 22 2022, for the full 2021-22 school year.

E. SCTA Proposal on Across-the-Board increase for 2021-22 retroactive to July 1, 2021, based on Consumer Price Index (CPI) for 2021 and consistent with the superintendent's contract provisions with the SCUSD dated March 30, 2022.

**2. Extend the current collective Bargaining Agreement through June 30, 2023:** The SCTA-SCUSD collective bargaining agreement will be extended through at least June 30, 2023, as recommended by the state mediators on March 22, 2022.

**3. Status Quo On Health Insurance Benefits, while parties work together to lower health care costs and to use the savings to improve services for students:** On March 31, 2022, the District informed SCTA in writing that its "broker secured a rate decrease with HealthNet on their benefit premium rates." The District rejected SCTA's offer to work together to further decrease the HealthNet rates, thereby implying that the District was satisfied with the savings it anticipated from lower HealthNet rates for at least 2021-22.

The District's has a \$123 million unrestricted reserve fund and is projecting a budget surplus in its most recent (2<sup>nd</sup> Interim Budget) of \$19,865,076 in 2021-22, and \$10,451,535 in 2022-23. By state law, because of the robust California State Budget, the District will be required to spend down its reserve fund down to the cap of 10%, which will be at least \$142 million by the beginning of 2022-23. This means the District will be required to spend down an additional \$83 million beginning in 2022-23, a windfall for which CBO Rose Ramos stated the District has not yet developed a spending plan. In addition, the District has received \$320.2 million in Covid funds, from state and federal sources. Together with the significant increases in ongoing LCFF funding, the District is in the

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<sup>1</sup> This proposal was previously made orally through the state mediators on March 22, 2022.

best financial position in its history. In its update to FCMAT, the District noted: “The 2021-22 Second Interim Report projects a positive cash balance in 2021-22, 2022-23 and 2023-24 fiscal years. Based on 2021-22 Second Interim data, the District has sufficient cash resources to support its current and projected obligations and has addressed the identified deficiency.” In his discussion with SCTA’s bargaining team on March 30, 2022, Superintendent Aguilar agreed that the District would participate in a budget discussion with representatives from SCOE, the Department of Education, FCMAT, SEIU and SCTA. The District will agree to meet as soon as such a meeting can be scheduled.

Accordingly, the District will drop its health insurance take-away demand since there is no economic justification for the District’s demand.

The Union proposes the following:

Provided that the parties are able either to find an alternative health plan to HealthNet or to enter a larger purchasing pool (e.g. CalPERS), and the changes achieve both savings as well as maintain the level of benefits when viewed in the aggregate as defined in Article 13.1.1, then SCTA agrees to make changes to the health plans with an implementation date of January 1, 2023.

The District will retain CECHR to coordinate this transition process.

Article 13.1.1 will be modified to read as follows.

- 13.1.1 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. Summary plan descriptions of the health plans will be included in Appendix X.
- a) **Maintenance of Benefit Levels:** The level of benefits of the plan (e.g. out of pocket maximums, co-payments, services covered, network scope, etc.), when evaluated in the aggregate, may not be reduced, and the providers may only be changed through mutual agreement of the parties.
  - b) **Health Plan Savings:** The parties agree that any savings that result from making changes to health plans ~~or in the reduction of health plan costs~~ will be applied to the certificated bargaining unit. The parties will negotiate how to apply to the bargaining unit any such savings achieved by the District, in the event the savings are insufficient to staff fully the previously-agreed upon staffing levels. ~~Savings shall be defined as any total amount per plan that is lower on an actual cost basis.~~ The overall health plan savings will be determined through the following method.
    - i. One month prior to the change the current total spending on health insurance shall be determined by calculating the number of employees in each plan based on the enrollment categories-(employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the “baseline cost total.”
    - ii. One month after the change has occurred, the new total spending on health insurance shall be determined by calculating the number of employees in each plan based on the enrollment

categories-(employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the “new cost total.”

iii. The “new cost total” will be subtracted from the “baseline cost total,” to determine the “total health plan savings.”

c) **Additional Services to Students as a Result of Health Plan Changes:** For the purposes of determining how many positions will be added as the result of health plan savings, the salary will be determined by the average starting salary of all certificated bargaining unit employees hired in the school year of the health plan change, plus the average cost of health insurance for certificated bargaining unit, plus the cost of statutory benefits. Such calculation shall determine the “average starting salary.” The “Total health plan savings” shall be divided by the “average starting salary” to determine the total number of new FTEs to be added to the bargaining unit.

Class Size and Other Staffing Levels: The parties agree to the following staffing levels for class size and other staffing ratios.

A. Class Size Maximums

- (1) Primary (K – 6) 24:1
- (2) 7<sup>th</sup> & 8<sup>th</sup> grade 24:1
- (3) 9, 10, 11, 12<sup>th</sup> grade
  - a. For English, Math, Social Science and Science 28:1
  - b. All other subjects 35:1

B. Special Day Class

- (1) Elementary SDC Mild Moderate 12:1
- (2) SDC Moderate to Severe – elementary 9:1
- (3) SDC Secondary 12:1

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

G. Behavior Intervention Specialists

No more than 5 schools per specialist

The parties agree that the application of the savings **shall be cost neutral**, as set forth above, and will determine the available funds to achieve an agreed upon staffing levels. If the funds are not sufficient to meet the levels, **the parties will negotiate priorities, or alternatives**. The contract will be modified to incorporate the new staffing levels achieved based on the application of health plan savings. Once the health plan savings have been converted into extra services for students, the District has no obligation to add any additional staff to the bargaining unit as a result of health plan savings.

d) **Annual Anniversary Date**: The annual anniversary date for health plan changes is currently July 1<sup>st</sup>. If the parties agree to change benefits to a multi-employer purchasing pool, the anniversary date will be established by the multi-employer purchasing pool.

e) **Cash In-Lieu of Benefits**: Cash in lieu in an amount of \$250 per month for employees who provide proof of other health benefit coverage

*In addition, SCTA and SCUSD will work together to achieve immediate savings to healthcare through direct negotiations with Health Net, as another alternative to reducing healthcare costs.*

4. **The District will provide the following salary adjustments:**

- a. **2019-20: 3% one-time bonus of base salary.**
- b. **2020-21: 3% one-time bonus of base salary.**
- c. **2021-22: As set forth in the Fact-finder's recommendation.**
- d. **2022-23: Equal to the LCFE Cost of Living adjustment contained in the state of**

**California 2022-23 approved budget.**

5. **SCTA will agree to the additional professional development days for 2022-23, provided the parties can agree on the content, with a specific goal of continuing implicit bias and anti-racist training to be jointly developed with the SCTA Equity Committee. If that is not acceptable, SCTA rejects the top-down District professional development without input from educators, because such "training" has not been productive.**

6. **SCTA also proposes to discuss a resolution to the short staffing, extra work grievance # 6 filed in October 2021.**

7. **Creation of Working Group to Discuss Changes to Article 8 and Academic Calendar to**

**Address Impediments, Including Timelines, to Filling Vacancies:** The District and SCTA will convene a working group to review the school calendar and Article 8, Vacancies and Transfers, to address impediments to filling vacancies and staffing our schools, and provide other recommendations related to the recruitment and retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee.

*SCTA is prepared to provide a full explanation of this proposal directly to Superintendent Aguilar and the School Board.*