Tentative Agreement between the Sacramento City Unified School District and the Sacramento City Teachers Association 2019-2022 Successor Contract and COVID/Reopening Schools Negotiations

April 3, 2022

Recognizing the parties have been in prolonged labor negotiations over COVID/Reopening Schools and a successor contract and acknowledging that the COVID-19 pandemic has presented extreme challenges for students, employees, and families, in the interest of resolving the outstanding issues between the parties and ending the current strike, the Sacramento City Unified School District and the Sacramento City Teachers Association (SCTA) hereby agree as follows related to the 2019-2022 successor collective bargaining agreement and the 2021-2022 COVID/Reopening Schools negotiations:

1. COVID/Reopening Schools Negotiations

The District and SCTA agree that the following proposals completely resolve the parties' COVID/Reopening Schools negotiations for the 2021-2022 school year:

- a. Proposal on COVID Health and Safety and Independent Study dated April 3, 2022.
- b. Proposal on Substitutes, Combined Classes and Extra Work dated April 3, 2022.
- c. Tentative Agreement Between SCUSD and SCTA on Extra Work for School Nurses dated March 26, 2022.
- d. Tentative Agreement on Training Specialists dated March 26, 2022.

2. Successor Contract Negotiation

The Collective Bargaining Agreement will be extended through June 30, 2023, except as noted in Paragraph 9 (reopeners) with the following changes:

a. Article 5 Hours of Employment

Salary Increase for 2022-2023 for Three Additional Professional Development Days: Three (3) additional professional development days will be added for the 2022-2023 school year only with a payment for these days.

The three (3) additional professional development days will be added to the 2022-2023 Calendar for all members and will be scheduled for August 29, 30, and 31, 2022, except that professional development days for staff at New Joseph Bonnheim Elementary and New Tech High School will be scheduled for the three work-days immediately preceding their start date.

The three (3) Professional Development days will be added to unit members' compensation and the SCTA salary schedules, as an extension to the Calendar

from 181 days to 184 days for the 2022-2023 school year only and meets the employees' CalSTRS pension credit and obligations.

On or before April 29, 2022, the District will share the content of and schedule for the Professional Development with SCTA, which will included on the prior work during the current school year related to implicit bias and anti-racist training. The District will consult with the SCTA Equity Committee and representatives from EPOCH around the implicit bias and anti-racist training. The District will also consult with SCTA around the remaining professional developmente

One-time payment of \$1,250 for 2021-2022Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$1,250. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

c. Article 13 Employee Benefits

Article 13 of the Collective Bargaining Agreement between the District and SCTA, as amended by the November 5, 2017 Tentative Agreement, is amended as follows:

13.1 <u>Health Insurance</u>

- 13.1.1 and 13.1.1.1 are deleted and replaced with:
- 13.1.1. The District shall provide all eligible employees with a choice of the Kaiser HMO Health plan and a mutually agreed upon alternative plan(s), which is currently HealthNet. Summary plan descriptions of the health plans are included in Appendix X.
- 13.1.2 The District and SCTA shall meet on or before April 20, 2022, to research health and welfare benefit provider pools and/or additional benefit provider options to increase benefit plan choices for employedse

- be applied in accordance with the priorities established by the parties in section 13.1.7.1.
- 13.1.5 The annual anniversary date for health plan coverage and changes shall be January 1 with a plan year from January 1 to December 31 of any given year. If the parties agree to change benefits to a multi-employer purchasing pool, the anniversary date will be established by the multiemployer purchasing pool.
- 13.1.6 District savings for purposes of this section shall be defined as the difference between the total amount actually paid for health and welfare benefits for SCTA unit member premium costs before the benefit plan change as compared to the amount actually paid for health and welfare benefits for SCTA unit member premium costs after any plan changes and employee selection of plans has occurred. The calculation shall be based on the list of covered employees who participate in open enrollment. The overall health plan savings will be determined using the following method.
 - 13.1.6.1 The current spending on health insurance (prior to any plan changes and selections taking effect) 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."
 - 13.1.6.2 The new 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."
 - 13.1.6.3 The "new cost total" will be subtracted from the "baseline cost total," to determine the "total health plan savings."
 - 13.1.6.4 The above savings calculation shall apply to the open enrollment period only.
- 13.1.7 After the total health plan savings are calculated, the savings will be allocated beginning at the commencement of the next school year following the implementation of plan changes in the following priority order for the subsequent school year. In the event the total health plan savings is insufficient to fully fund each of the priorities, the savings will be used to fund the priorities in order and to the fullest extent of the available funding. Savings generated from total health plan savings prior

to the start of the school year may be allocated by the District at its discretion. For example, if the parties agree to a health plan change that is implemented in January 2023, the District may allocate the savings achieved from January 2023 to the commencement of the 2023-24 school year at its discretion.

- 13.1.7.1 After determining the total health plan savings from plan changes pursuant to 13.1.1, the District and SCTA will meet to determine the number of FTE that will be added based on the total health plan savings. The District and SCTA agree that the FTE to be added will be for positions that directly support the District's Multi-Tiered Systems of Support (MTSS) framework for enhancing equitable learning for all students. For purposes of determining how many positions will be added as the result of the total health plan savings, the salary will be determined using the average teacher salary, plus the average cost of health insurance, plus the average cost of statutory benefits. The total health plan savings shall be divided by the average teacher salary to determine the total number of FTE that may be hired using the total health plan savings. If, after budgeting and posting for these positions, the District is unable to hire the requisite number of FTE, the District will be deemed compliant with this section by maintaining the budget and posting of the positions unless and until a reduction in force is necessary.
- 13.1.8 Employees who are enrolled in a District benefit plan and who show proof of other comparable health and welfare benefits and elect to disenroll or

retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee.

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