Sacramento City Teachers Association (SCTA)
Proposal to
Sacramento City Unified School District (SCUSD)
To Make Sac City Unified the Destination District For California

March 29, 2023

In the spring of 2022, certificated educators represented by the Sacramento City Teachers Association (SCTA) and classified staff represented by the Service Employees International Union Local 1021 struck the Sacramento City Unified School District to improve services to students and in protest of the massive staff shortages that plagued the District.

As part of that settlement, the parties agreed to a limited contract reopener with negotiations to commence "on or before December 1, 2022." Both parties agreed that Article 12, Compensation would reopen. Each party then selected one additional article. SCTA is reopening on Article 17, Class Size; the District gave notice that it would be reopening on Article 8, Transfers.

Because of the District's refusal to honor its agreement to commence reopener negotiations "on or before December 1, 2022," and as a result nearly 2/3 of the school year is already over, SCTA's proposals cover both 2022-23 and 2023-24.

Notably, the bargaining begins with SCUSD in the strongest financial position in its history.

Since the State of California introduced the Local Control Funding Formula (LCFF) in 2012-13, SCUSD has run a surplus every school year since then, except for 2017-18. The SCUSD surpluses have been as follows: 2012-13 ($185,000); 2013-14 ($17 million); 2014-15 ($9.9 million); 2015-16 ($28 million surplus) ; 2016-17 ($4.7 million); 2018-19 ($857,000); 2019-20 ($23.5 million), 2020-21 ($19.0 million); 21-22 ($8.7 million, adjusted.)[1]

According to the District's most recent (2nd Interim, 2022-23) budget, SCUSD projects ending 2022-23 with a $39.2 million surplus and 2023-24 with a $24.6 million surplus. The District ended 2021-22 with an unrestricted fund surplus of $111 million; and projects a reserved fund surplus of $190.5 million. In addition, SCUSD currently has what can be considered a third reserve, a retiree health benefits trust that has another $127 million in it.

Since 2018-19, while the District's LCFF funding has increased significantly, compensation to certificated staff has not kept pace, as demonstrated below:

School Year	State Increase to LCFF	ATB Increases
2018-19	3.70%	0%
2019-20	3.26%	0%

[1]Beginning in 2014-15, the District also began to aggressively pre-fund the cost of retiree health benefit coverage. Since 2014-15, the District deposited an additional $84.5 million into the retiree health fund reserve account, or over $10 million per year.

2020-21	0%	0%
2021-22	5.71%	4%
2022-23	13.26%	
2023-24	8.13%	
	34.06%	

That is, the District's ongoing LCFF funding has increased by 34.06%; the across-the-board increases for certificated staff has only been 4%, which has contributed to massive staff shortages among certificated staff.

To the staff shortages, and to improve the learning conditions for students with the goal of making SCUSD the Destination District for California, SCTA proposes the following:

1. Article 12, Compensation (see attached.)
    A. Effective July 1, 2022: 13.26% across the board for all employees and to the salary schedules;
    B. Effective July 1, 2023: 8.13% across the board for all employees and to the salary schedules;
    C. Language speech and hearing specialists, special education credentialed staff, school nurses and psychologists will be entitled to an additional 15%.
    D. Educators who possess the following licenses/certifications shall be entitled to an additional salary of 7%:
        i. Neuro Psych Certification
        ii. Licensed Educational Psychologists
        iii. Marriage and Family Therapist
        iv. Licensed Clinical Social Workers
        v. Speech-Language Pathologist License
        vi. Certificate of Clinical Competence
        vii. National Board Certified Teacher
        viii. Audiologist License

    E. Equity: In an effort to take a significant step in addressing the inequities that exist in how the Superintendent is compensated in contrast to certificated staff, SCTA is proposing the following equity provisions, consistent with the contract between SCUSD and the Superintendent. The District will provide on the same terms as contained in the "Sacramento City Unified School District Superintendent Employment Agreement," (approved December 16, 2021) to all regular full-time and part-time certificated staff covered by this collective bargaining agreement, contributions to a) life insurance; b) disability insurance; c) business expenses, and d) tax-deferred compensation plan

2. Article 17, Class Size (See attached)
    A. TK-K: update to conform with state mandates
    B. 1-6: max 24
    C. 7-8: max 28
    D. 9-12: max 28

E. Lowered caseloads in Special Education
F. Establishment of District-wide Community Schools Coordinator position
G. Establishment of school site Community Schools Specialists position

3. **Indemnity Clause:** Because of SCUSD's repeated refusal to abide by signed, written agreements with SCTA, and in order to provide guarantees of its intention to abide by this MOU, the District agrees that if it is found to be in violation of this agreement by the California Public Employment Relations Board (PERB) or a labor arbitrator as set forth in Article 4 of the parties' collective bargaining agreement, the District shall indemnify SCTA in the amount of $250,000 for each infraction. An arbitrator will also be empowered to award additional punitive damages against the District.

4. **Interest Payments:** The District agrees that unless otherwise specified any payment or increase agreed to by the parties in these negotiations shall be paid by the District no later than sixty-days of the signing of this agreement. If the District fails to make said payments, interest shall begin to accrue sixty-one (61) days after the signing of this agreement and shall be calculated at a rate of seven percent (7%) per annum.

SCTA reserves the right to change, amend, modify, delete or add to these proposals at any time during the negotiation process.