

1 Pursuant to their Agreement, on October 6, 2016, the parties "sunshined" their initial
2 proposals for a new CBA. Between October 11, 2016, and March 9, 2017, the parties met at least
3 fifteen (15) times but did not reach agreement.

4 On March 13, 2017, SCTA requested an Impasse Determination/Appointment of
5 Mediator from PERB, which the District did not oppose.

6 The parties met with Tom Ruiz of State Mediation and Conciliation Service in formal
7 mediation on April 10, 2017, and on six subsequent occasions. The parties were unable to reach
8

[REDACTED]

9 any agreements in mediation and Mr. Ruiz certified the parties to fact-finding on May 18, 2017.

10 [REDACTED]

employment of other employees performing similar services and with other.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the tools used for data collection.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend in the relationship between the variables being studied.

4. The fourth part of the document discusses the implications of the findings. It highlights the potential applications of the research in various fields and the need for further investigation in this area.

5. The fifth part of the document provides a conclusion and summarizes the key points of the study. It reiterates the importance of the research and the need for continued efforts in this field.

6. The sixth part of the document includes a list of references and a bibliography. It cites the works of other researchers in the field and provides a comprehensive overview of the literature related to the study.

7. The seventh part of the document contains a list of appendices and supplementary materials. These materials provide additional information and data that support the findings of the study.

8. The eighth part of the document includes a list of figures and tables. These visual aids help to present the data in a clear and concise manner, making it easier for the reader to understand the results of the study.

9. The ninth part of the document contains a list of footnotes and endnotes. These notes provide additional information and clarification on specific points mentioned in the text.

10. The tenth part of the document includes a list of acknowledgments and a list of authors. It expresses gratitude to the individuals and organizations that supported the research and provides contact information for the authors.

1 Stipulations of the Parties

2 The District and SCTA have stipulated to the following facts, or these facts are
3 undisputed by the parties:
4

6 meaning of Section 3540.1(k) of the Educational Employment Relations Act.

7 2. The Sacramento City Teachers Association is a recognized employee organization within
8 the meaning of Section 3540.1(d) of the Educational Employment Relations Act and has

- 1 Article 4 – Grievance Procedure
- 2 Article 6 – Evaluations
- 3 Article 7 – Assignments
- 4 Article 8 – Transfers
- 5 Article 9 – Leaves of Absence
- 6 Article 10 – Personnel Files
- 7 Article 11 – Safety Concerns
- 8 Article 13 – Employee Benefits
- 9 Article 26 – Duration (TA on language, years to be determined)

7 The parties also agreed to maintain the status quo on the following:

- 8 Article 14 – Personal and Academic Freedom
- 9 Article 16 – Liaison Committee

- 9 Article 19 – District Rights
- 10 Article 20 – Mentor Teacher
- 11 Article 21 – Organizational Security
- 12 Article 22 – Professional Growth
- 13 Article 23 – Classroom Teacher Instructional Improvement
- 14 Article 24 – Site-Based Decision Making
- 15 Article 25 – Site-Based Assessment

14 8. The parties proceeded to mediation on April 19, 2017 with the Presiding Mediator, Tom
15 Ruiz. At that time, the mediator was unable to facilitate a settlement. On May 18, 2017,
16 the mediator certified the parties for factfinding.

17 9. The factfinding Chairperson, Andrea Dooley, was notified of her assignment on or about

1 information about the pupil population served in the District, general information about

2 Sacramento City - review of the applicable statutes and the District's LCAP.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

1

San Juan Unified School District
Stockton City Unified School District

2

~~Yuba County Unified School District~~

3

3

Washington Unified School District

4

Woodland Joint Unified School District

5

The Association identified the following districts as comparable because these districts

6

have an Average Daily Attendance rate of 30,000 students, similar to Sacramento City. These

7

districts are:

8

Capistrano Unified School District

9

Corona-Norco Unified School District

~~El Cerrito Unified School District~~

Fontana Unified School District

1 Other Factors

2 The panel reviewed and considered all facts and proposals presented by the District and
3 the SCTA.

4 **Recommendations**

5 After a review of the facts and arguments presented by both parties, the Chair
6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 recommends the following⁴:

10 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

e time will be structured in the

the department.

Article 12 Compensation

	2016-17	2017-2018	2018-19	Other Comp
District Proposal	2.5% retro to July 1, 2016	3.5% retro to July 1, 2017	2.5% contingent on state budget	Increase doctorate bonus to \$3000
Association	4% retro, plus	3.5% retro to	3.5% effective	
Neutral Factfinder's Recommendation	salary schedule None	3.5% retro to <u>July 1, 2017</u>		Increase doctorate bonus to \$3000

The parties should endeavor to make a second 2.0% salary schedule adjustment in 2019-2020.

~~Which the District's total compensation is competitive with other districts in the geographic~~

1 12 The District and SCTA agree to work together diligently to

2 20

3
4
5

6 Department Chair Leads; School Psychologists.

7
8

Article 15 Substitutes

9 15.2 Fully credentialed d are
responsible for lesson planning and other teacher duties, will be paid on the regular teachers'

10

11 15.3 The District shall provide long term substitute sick leave consistent with AB 354.

12
13

*The Chair recommends that the parties negotiate a health benefit stipend for long-term subst
teachers. Due to the cost of health benefits in the District, an alternative method of providing*

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

14 *compensation in lieu of full benefits could be negotiated in this or a future agreement.*


15 15.14 By the fifteenth of every month, Human Resources Office will provide the
16 Association with an itemized statement of dues deducted from substitute teachers' pay in the
17 prior month, and shall remit the dues which were withheld to the Association.

18 *The parties may negotiate different language to achieve the Association's interest in accounting
for substitute teachers' membership dues.*

19

1 adjudicate those matters, the panel strongly recommends that resolution of all pending disputes

2 ~~be included as part of any settlement~~



3

Conclusion

4

5 It is the hope of the Chair that these recommendations will be used by the parties to
6 negotiate a settlement to the current impasse.

7 Dated: November 1, 2017

8

9

10 Andrea L. Dooley, Chair, Panel Member

11

Concur

Concur

12

Concur in part

Concur in

13

Dissent in part

Dissent in part

14

Dissent

Dissent

15

Parham

ct Panel Member

John Borsos, Union Panel Member

16

17

18

19

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

ALHAMBRA CITY UNIFIED SCHOOL DISTRICT
SUPERVISOR [REDACTED]

[REDACTED]

DISTRICT,

William Dosty

DISTRICT'S CONCURRENCE TO
RECOMMENDING REPORT AND

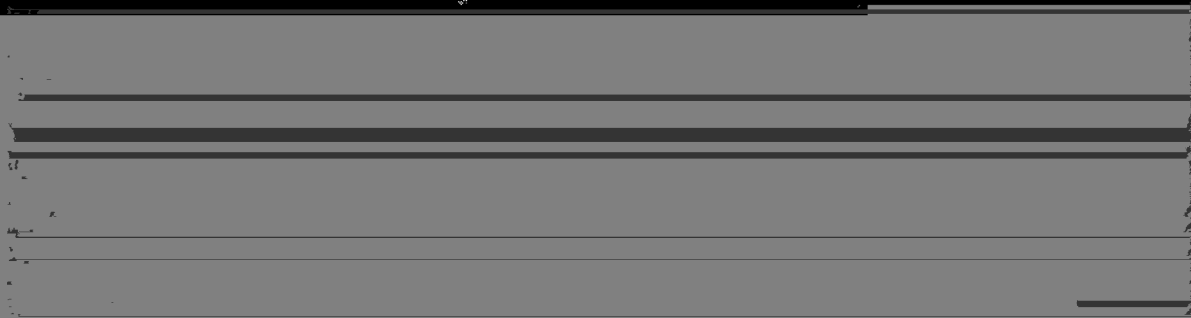
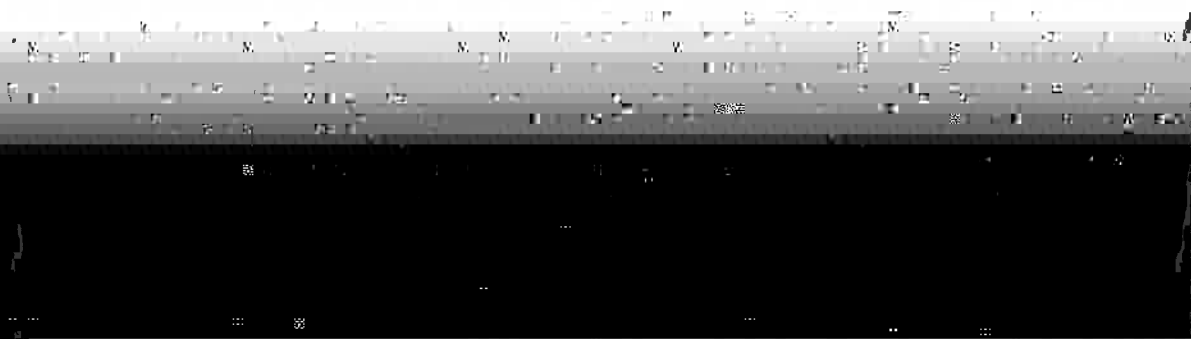
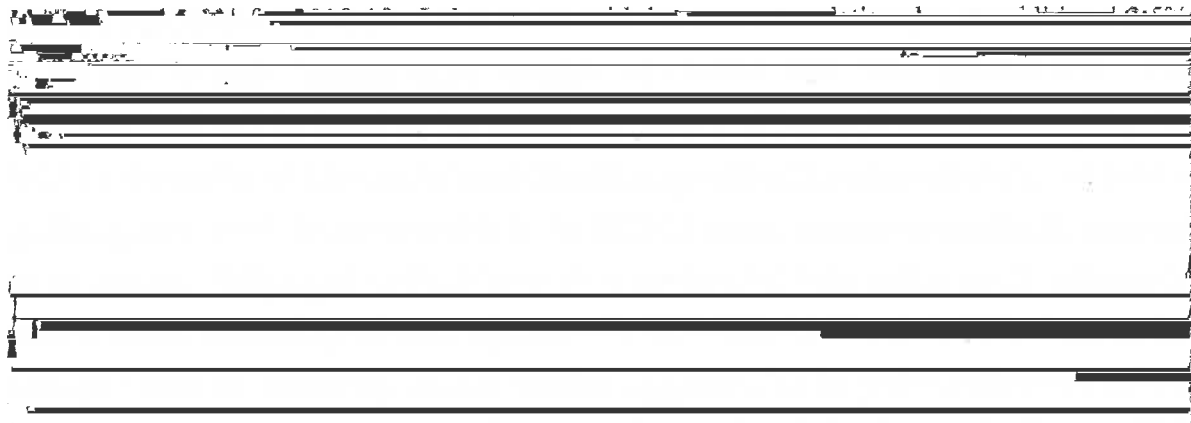
[REDACTED]

RECOMMENDED TERMS OF

Factfinding Report and do not bind the District but are made in hope of resolving the current impasse.

Article 12 Compensation

I concur with the Arbitrator's rejection of SCTA's request for a 4% retroactive increase, plus an additional 4.5% to adjust the salary schedule, equaling a total of 8.5% for the 2016-17 school year. I agree with the Arbitrator's recommendation to award 0% for 2016-17, 3.5% for



Article 17 Class Size

I concur with the Arbitrator's recommendations to revise Articles 17.1.1, 17.1.2, and 17.1.5 regarding class size requirements in Kindergarten through grade 3

[REDACTED]

Article 18 Organizational Rights

I concur with the Arbitrator's recommendations regarding the Union's right to... [REDACTED]

M. D. [redacted] was appointed by SCTA and the District to serve as the neutral arbitrator in

[redacted]

Jack Panel

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Concur in Discretion

[Redacted content]

Concur

Concur

Concur in Discretion

Concur in Discretion

Concur in Discretion

Dissent

[Redacted content]

November 1, 2017

DISSENT of the Sacramento City Teachers Association (SCTA) to the Non-binding,

Advisory Recommendation from the Neutral Third Party in DEED Case No. CA IM 2446 E

The neutral third party's non-binding, advisory recommendation is severely flawed and following its recommendations would be a disservice to the 40,000 students of the Sacramento City Unified

[REDACTED]

1. A failure to understand basic facts prior to making a recommendation. For example, the report recommends a phase in of class size reduction to 24 to 1 in grades Kindergarten through 3rd over the next two to three years, including years beyond the scope of this proceeding (i.e., 2019-2020, and 2020-21). The author of the report is obviously unaware that current class sizes in grades K through 3 are already at 24 to 1.



017525

11-2-17