

**Tentative Agreement
Between
Sweetwater Union High School District
Counter Proposal to
Sweetwater Counseling and Guidance Association/CTA/NEA
November 3, 2018**

The parties met and completed negotiations of Reopener Bargaining, Bargaining over a Supplemental Employee Retirement Program and Work Year Reductions. Parties recognize that the Tentative Agreement will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees upon completion of Bargaining. Parties agree to the following:

1. Supplemental Early Retirement Plan (SERP)

The parties agree to move forward with a SERP as a budget solution for the 2018-2019 and beyond. The parties acknowledge there are numerous factors that make the offering of a SERP advantageous, including declining enrollment in secondary and adult school. The District and SCGA agree to implementation of a 2018-2019 SERP upon Board of Trustee and County Office of Education approval. The SERP will be available to SCGA bargaining unit members in accordance with the terms described herein:

A. Eligibility:

1. Are SCGA Bargaining Unit Members
2. Are contract employees of the District as of October 22, 2018 (date of Board direction to negotiate a SERP)
3. As of retirement or resignation date, are 55 and have 5 years of District service or are 50 and have thirty (30) years of District service.

B. Participation Requirements:

1. The plan must have sufficient plan participation to meet the District's fiscal and operational objectives by the enrollment deadline of December 12, 2018. Participating employees shall submit all required enrollment materials and Letter of Resignation/Retirement to the District on or before their deadline. As of the enrollment deadline, resignations are irrevocable and may not be rescinded unless the District withdraws the SERP incentive pursuant to Paragraph 3 below no later than December 17, 2018.
2. The District is offering the SERP to all bargaining units and management, and needs to recognize savings from all groups. As it relates to SCGA,

District SH
Assn AC

PARS estimates that for the plan to be cost effective for the District that approximately 105 SCGA/SEA Bargaining Unit Members would be needed from the Certificated Bargaining Units. Following submission deadline on December 12, 2018, PARS Consultant will calculate exact savings estimates to the Board of Trustees based on the specific individuals in all units who choose one of the SERP options.

3. If the level of acceptable participation to the District has not been reached as of the enrollment deadline, the District may withdraw the SERP, provided it notifies enrolled employees of the withdraw no later than December 18, 2018. If the District withdraws the SERP, resignations will automatically be rescinded.
4. Participation in the SERP is required as follows:
 - a. Submission of required SERP enrollment materials and the Letter of Resignation/Retirement must be submitted to the District by 5pm on December 12, 2018.
 - b. Resignation/Retirement from District employment between October 22, 2018 and December 31, 2018 is required to participate in the First Incentive. Resignation from District employment between January 1, 2019 and June 30, 2019 is required to participate in the Second Incentive.
 - c. Participant may not return to work for the District in any capacity except substitute service if they accept the incentive.
5. Participation Incentive Option:
Participants will participate in one of two options:
 - a. Those who resign/retire by December 31, 2018 (First Incentive) will receive the 85% option entitling them to select one of the payment options as explained in the PARS packet.
 - b. Those who resign/retire between January 1, 2019 and June 30, 2019 (Second Incentive) will receive the 60% option as explained in the PARS packet.
 - c. The salary incentive Final Pay shall be defined as the employee's 2018-2019 salary as achieved on October 8, 2018 multiplied by the employee's Full Time Equivalence (FTE) not to exceed 1.0 FTE. It will not be inclusive of extra duty, overtime, differential or any other supplemental pay.

d. In the event the participant is on Leave of Absence ("LOA"), Final Pay shall be defined as the participant's salary placement on the 2018-2019 Salary Schedule achieved on October 8, 2018 in the classification to the FTE equivalency not to exceed 1.0 FTE at the time the LOA started.

6. Payment Schedule:

a. Participants under either plan option will receive their first payment on August 1, 2019. Payouts will occur pursuant to the option selected by participant, over no less than a five (5) year period.

7. Other Terms:

a. If the Board adopts the SERP on December 17, 2018, the District commits to not do any 7-12 certificated reductions in force during the 2018-2019 school year (March 15 or May 15 notices).

b. Contingent on the District receiving a positive certification of the SUHSD 2020-2021 budget, the District shall increase the District's maximum annual contribution to the Health and Welfare Benefits cap from \$14,130 to \$15,130 on January 1, 2021. This does not prevent the parties from reopening Article 18, Health and Welfare Benefits and Article 36, Wages for the 2019-2020 successor agreement.

c. For the 2018-2019 fiscal year only, all certificated counseling bargaining unit staff working on a 193 or more work day calendar will be furloughed (placed in a non-paid status) for two days (January 14, 15, 2019); with the exception of adult school counselors. Adult school counselors will be furloughed (placed in a non-paid status) for two days in January (January 14, 2019 and another work day mutually agreed to with their site principal) To reduce the impact of the reductions in earnings, employees pay warrants will be adjusted/recalculated to equally spread out the reduction in earnings over the January through June pay warrants.

The Parties also agree that to meet the timelines of the SERP that notice and solicitation can begin upon tentative agreement being reached.

2. Parties agree to the MOU attached regarding Article 13.2 (Caseload)

3. Contract Settlement of 2017-2018 and 2018-2019 Reopeners

The parties agree that this Agreement resolves opener negotiations for the 2017 and 2018-2019 years.

District SKH
Assn AC

The Parties agree that the changes will become effective upon ratification by the SUHSD Board of Education and SCGA respectively.

For the Association:

Lorraine Almendez
Lorraine Almendez

Alfredo Cendejas
Alfredo Cendejas

Alex Santana
Alex Santana

Rick Sevilla
Rick Sevilla

Andrea Aragoza
Andrea Aragoza

Vernice Hernandez-Herrera
Vernice Hernandez-Herrera

Lian Shoemake
Lian Shoemake

For the District:

Scott Hendries 11/3/18
Scott Hendries, Director of Labor Relations

Thomas Glover
Thomas Glover,
Assistant Superintendent of Human Resources

Jenny Salkeld
Jenny Salkeld, Chief Financial Officer

Ryan Burke
Ryan Burke, Director of Adult Education

Karen Janney
Karen Janney, Superintendent

Jennifer Carbuccia
Jennifer Carbuccia, General Counsel

**Memorandum of Understanding
Between Sweetwater Counseling and Guidance Association
And
Sweetwater Union High School District
Regarding Counselors at Adult School
November 3, 2018 12:45 am**

1. Parties agree that Article 13.2 (Caseload) and Article 5.1 (Workday; related to Adult School) will not be applicable during the term of this MOU and instead the parties agree to the following:

- a. For the 2018-2019 school year, the parties agree that through attrition of Adult School Counselors, the number of counseling positions required in Adult Education will be reduced from six (6) to four (4) (Article 13.2). If via attrition there are less than 4 counselors remaining in Adult School, the District shall have the right to hire full time equivalents up to the four (4), as opposed to replacing a full time Counselor.
- b. For the 2019-2020 school year, the parties agree that the number of Adult School counseling positions required in Adult Education will be reduced from six (6) to five (5). The District shall have the right to hire the full time equivalents from four (4) to five (5), as opposed to replacing a full time Counselor.

2. Parties agree to begin discussion counseling needs and workload at Adult School in January 1, 2019.

The Parties agree that the changes will become effective upon ratification by the SUHSD Board of Education and SCGA respectively.

For the Association:

Lorraine Almendarez

Lorraine Almendarez

Alfredo Cendejas

Alfredo Cendejas

Alex Santana

Rick Sevilla

Andrea Aragoza

Vernice Hernandez-Herrera

Lian Shoemake

For the District:

Scott Hendries 11/3/18

Scott Hendries, Director of Labor Relations

Thomas Glover

Thomas Glover,
Assistant Superintendent of Human
Resources

Jenny Salkeld

Jenny Salkeld, Chief Financial Officer

Ryan Burke

Karen Janney

Karen Janney, Superintendent

Jennifer Carbuccia

Jennifer Carbuccia, General Counsel