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Settlement Agreement
By & Between
The Sacramento City Unified School District (SCUSD)
&
The Sacramento City Teachers Association (SCTA)
February 6, 2024

As part of their reopener negotiations, the Sacramento City Unified School District (SCUSD) and the Sacramento City Teachers Association (SCTA) (collectively, parties), having a mutual interest in resolving several, long-outstanding matters to establish a clear pathway to work together to improve students' learning conditions in our District, hereby agree to the following:

- I. **Make-up Days for students in the 2024-25 and 2025-26 school years:**
 - A. SCUSD will apply for a waiver from the California State Board of Education to forgive the \$47 million instructional day and minutes penalty imposed on the District related to the reduced instructional days and minutes offered during the 2021-22 school year, and such waiver request will propose adding eight days of instruction in each two successive school years.
 - B. In the event the waiver is approved prior to May 15, 2024, SCTA and SCUSD agree to the following:
 1. Eight (8) instructional days will be added to the student instructional calendar in each of the 2024-25 and 2025-26 school years. The eight additional instructional days will be August 19, 20, 21, 22, 23, 26, 27, 28, 2024 in the 2024-25 year and August 18, 19, 20, 21, 22, 25, 26, 27, 2025 in the 2025-26 year.
 2. The K-12 certificated employee service year will be increased from 184 workdays to 192 workdays for the 2024-25 school year and from 181 to 189 workdays for the 2025-26 school year. The service year shall revert to 181 workdays in 2026-27 school year and thereafter unless otherwise agreed to by the parties. The other SCTA-represented certificated employee service years will also be increased by an additional eight workdays for each of the 2024-25 and 2025-26 school years to address the added eight instructional days. Beginning in 2026-27, unless otherwise agreed to by the parties, the service year shall automatically revert to employee service years based on the K-12 service year of 181 with commensurate adjustments for other SCTA-represented employees.
 3. The eight added instructional days in 2024-25 and 2025-26 will be added to unit members' compensation and salary schedules, as an extension of the employee service year from 184 to 192 days (4.35% increase) in 2024-25 and 181 to 189 days (4.42% increase) in 2025-26 only.
 4. The amount of the penalty waived by the state is anticipated to be \$47,000,000. The District agrees that the total amount actually waived by the State Board of Education shall be used to fund priority staffing improvements mutually agreed to by the District and SCTA according to the process set forth in Section II, below.
 - C. In the event that the waiver is approved after May 15, 2024 but before October 15, 2024, all of the provisions of I.B shall apply except that: the first year 8 instructional days are added is 2025-26 and the second year will be 2026-27; the added instructional days in 2026-27 shall be August 17, 18, 19, 20, 21, 24, 25, 26, 2026; and the increased pay specified in Section I.B.3 shall be for the 2025-26 and 2026-27 school years.

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D. In the event that the waiver is denied, Section I.B. of this Agreement shall be null and void.

II. Class Size and Staffing Improvement

- A. The District agrees to reduce the class-size maximums in grades 7-12 set forth in Article 17.4.3 of the Parties' collective bargaining agreement from 35 to 32: Effective June 30, 2025, Article 17.4.3 will read as follows: "Effective beginning the 2025-26 school year, maximum class size in the areas of English, social studies, mathematics, and science shall be thirty-two (32) students per period." The parties will consider whether Sections 17.3.1. and 17.3.2 need to be changed to better accomplish the new secondary class-size maximums.
- B. In addition to the class size reduction set forth in II.A. above, the District will provide an \$8 million lump sum, which will be combined with the actual amount of the \$47 million penalty waived by the State Board of Education, to create a fund to increase certificated staffing to improve student services. Assuming the entire \$47 million penalty is waived, the resulting \$55 million fund will be used to create 92 additional certificated FTE positions beginning in the 2025-26 school year and continuing through the 2029-30 school year, after the conclusion of which year the District shall not be obligated to fund these additional positions unless mutually agreed to in writing. Should anything less than the full \$47 million penalty be waived, the resulting fund, comprising the \$8 million lump sum and the actual amount of the penalty waived by the State Board of Education, shall be used to fund new certificated FTE positions under the following formula: $(\text{total fund}) / (\$120,000) / (5 \text{ years}) = \text{number of new FTE positions to be added in 2025-26 and throughout 2029-30}$.
- C. Within thirty (30) of the approval of this agreement by the SCUSD school board, the parties will meet and to make every reasonable effort to reach an agreement to implement staffing improvements that will enhance student learning conditions while remaining mindful of facilities limitations that may impact whether class size may be reduced across a specific grade span or at a certain school. Any agreements will be reduced to writing, and enforceable through the grievance-arbitration machinery of Article 4 of the parties' collective bargaining agreement.
- D. The parties will make every reasonable effort to reach an agreement on where the additional certificated FTEs will be assigned by November 30, 2024 so that positions can be posted by February 1, 2025, according to the provisions of Article 8, Transfers. If an agreement cannot be reached by November 30, 2024, either party may invoke the impasse procedures under the EERA.
- E. In the event that the waiver as provided in Section I above is not approved by the State Board of Education, the parties will determine where the additional staff (13 FTEs) funded by the \$8 million lump sum provided by the District will be allocated. The parties will make reasonable every effort to reach an agreement on where the additional 13 certificated FTEs will be assigned by November 30, 2024 so that positions can be posted by February 1, 2025, according to the provisions of Article 8, Transfers. The positions shall begin in the 2025-26 school year and continuing through the 2029-2030 school year. The District shall not be obligated to fund the position after the 2029-2030 school year, unless mutually agreed to in writing. If an agreement cannot be reached by November 30, 2024, either party may invoke the impasse procedures under the EERA.

III. Design and Implementation of MTSS

SCUSD and SCTA are committed to the design and implementation of Multi-tiered System of Support (MTSS) in SCUSD. While the operating definitions of MTSS will be jointly developed by the parties in the design phase set forth below, for the purposes of this MOU, MTSS is defined as a comprehensive, systemic

approach to teaching and learning, which integrates evidence-based practices of Response to Intervention (RTI) and Positive Behavioral Intervention Supports (PBIS).

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The parties hereby agree as follows:

A. The Design Step

1. **Creation of Design Team:** Within forty-five (45) days of the signing of this agreement, SCUSD and SCTA agree to create a joint MTSS Design Team. The District shall choose its Design Team participants; SCTA shall choose its Design Team participants. The parties may add a mutually-agreed upon facilitator or other participant to help guide and advise the work of the Design Team. Recommendations of the Design Team shall be made by consensus between the parties.
2. If the meetings happen during the regular workday of SCTA participants, up to fifteen (15) SCTA members of the Design Team shall be released from their work duties in order to participate in Design Team meetings. If the meetings happen outside of the regular workday of SCTA participants, up to fifteen (15) SCTA Design Team members will be compensated at their regular hourly rate of pay for time spent in Design Team meetings.
3. The Recommendations of the Design Team shall be advisory and non-binding. Said recommendations will be referred to the negotiation team(s) for bargaining as specified in Subsection C, below.

B. The Implementation Step(s): Because of the complexity around the design and implementation of MTSS, the parties recognize that recommendations from the Design Team may occur in phases.

C. Agreement Between the Parties Regarding Implementation: Prior to the implementation of any aspect or phase of the recommendations from the Design Team, the parties shall meet to negotiate over the recommendations and the manner in which the recommendations will be implemented. Any agreement between the parties shall be reduced to writing in an agreement that shall be enforceable under the grievance-arbitration procedures set forth in Article 4 of the Parties' collective bargaining agreement.

D. The parties agree that this MOU sets forth the exclusive process for the design and implementation of MTSS as it relates to the certificated bargaining unit.

IV. A Priority on the Use of District Staff Versus Outside Contractors

- A. Limited Use of Outside Contractors, and By Mutual Agreement:** SCUSD has represented to SCTA that, except as otherwise agreed in writing (regarding limited outside contracting concerning Language, Speech and Hearing Specialists and Contract Tracing in the Health Service Department) and as relates to Extended Learning Opportunity Programs / Youth Development, the District has ceased all subcontracting of SCTA bargaining unit work.
- B. Extended Learning Opportunity Programs/Youth Development:** With regard to Extended Learning Opportunity Programs/Youth Development, the District agrees to provide a comprehensive list of all outside contractors and the services they are providing to

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students, broken down by service provided, hours per day worked by job classification, school site and grade level. The parties will meet to negotiate over the reallocation of work that can be performed by bargaining unit staff, including work opportunities before and after the regular school day. The parties will make every reasonable effort to conclude those negotiations by the end of the 2023-24 school year.

C. **Direct Care Nursing Work:** Upon the approval of this MOU by the SCUSD school board, within fifteen days, the District agrees to add an additional 13 school nurse positions to provide “direct care,” work that the District has previously subcontracted out. “Direct care” is defined as medical services to students with diabetes during school hours, including breakfast and lunch, along with case management to include 504s and IEPs related to direct care. Prior to hiring school nurses from the outside to fill these positions, the District will first offer current SCUSD school nurses the opportunity to transfer into any of those 13 new school nurse positions. If there are fewer positions available than nurses who are interested in the direct care nursing positions, the District will award the positions in order of seniority.

V. **Behavioral Intervention Specialists:** Upon approval of this agreement by the SCUSD school board, the District will reinstate seven (7) Behavioral Intervention Specialists (BIS); an additional eight (8) Behavioral Intervention Specialist positions will be added for the 2024-25 school year, bring the total to fifteen (15) positions. Within fifteen (15) days of the approval of this agreement, bargaining unit members who previously held Behavioral Intervention Specialists positions shall be offered the opportunity to be reinstated into the BIS positions. Bargaining-unit member who previously held BIS positions shall have the option to return to a BIS position for the remainder of the 2023-24 school year, or transition into the position beginning in the 2024-25 school year. Any of the seven (7) BIS positions reinstated in the 2023-24 school year that remain unfilled after bargaining unit members who were previously Behavioral Intervention Specialists have been offered positions, will be posted according to the provisions of Article 8, Transfers of the collective bargaining agreement. The additional eight (8) positions for the 2024-25 school year will also be posted according to Article 8. The parties will meet to ensure a timely and orderly reinstatement of the BIS positions.

VI. **Withdrawal of Unfair Practice Charges, Amendment of Grievance:**

A. Within ten (10) days of the approval of this agreement by the SCUSD school board, SCTA agrees to withdraw the unfair practice charges:

- SA-CE-3102-E, related to MTSS implementation.
- SA-CE-3086-E related to the 2022 strike and make-up days.
- SA-CE-3090-E related to restoration of BIS
- AAA 01-23-0000-5970 related to contracting out, except as provided in Paragraph B below.

B. Within ten (10) days of the approval of this agreement by the SCUSD school board, SCTA agrees dismiss Arbitration Case AAA-1-23-000-5970 related to subcontracting based on the representation provided by the District and referenced in Section IV.A above, and withdraw such claims with prejudice. If the parties meet and negotiate over the reallocation of work that can be performed by bargaining unit staff, including work opportunities before and after the regular school day and are unable to reach agreement, SCTA reserves the right to, consistent with Section IV.B above, to file a grievance related to the Extended Learning Opportunity Programs / Youth Development if SCTA believes the District is unlawfully

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contracting out SCTA bargaining unit work after the date in this Agreement and after attempting to negotiate reallocation of such work in the ELO and Youth Development Programs. Additionally, if the District's representations referenced above prove later to be incorrect, SCTA will first try to resolve the issue with the District. If SCTA and the District cannot reach an agreement, SCTA reserves the right to grieve the issue retroactive to the date of the approval of this agreement by both parties.

- C. Each of the parties shall bear their own costs and expenses incurred in pursuing each of these cases.
 - D. Except as set forth above, this agreement is not an admission of liability or wrongdoing by either party.
- VII. This agreement shall be enforceable through the grievance-arbitration provisions of Article 4 of the parties' collective bargaining agreement.

For SCTA

For SCUSD



Nikki Milevsky, President



Lisa Allen, Interim Superintendent