



# OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

*Jorge A. Aguilar, Superintendent*

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Sent Via E-mail: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

September 2, 2022

David Fisher  
President, Sacramento City Teachers Association  
5300 Elvas Avenue  
Sacramento, CA 95819

Re: Contracting to Provide Critical Services to Students

Dear Mr. Fisher:

This letter is to notify the Sacramento City Teachers Association (“SCTA”) that the Sacramento City Unified School District (“District”), like districts throughout the region and beyond, has vacancies in positions that serve our students with disabilities. Specifically, we have vacancies in the following positions: School Psychologists (3 FTE), Language, Speech and Hearing Specialists (22 FTE) and Education Specialists (24 FTE). As you know, these positions provide critical and legally mandated services to our students with disabilities and if these services are not provided, the educational and social and emotional progress of our students is impacted and we may be out of compliance with the individualized education plans (“IEP”) of our students and/or state law.

Serving our students’ educational and social and emotional needs is of paramount importance to the District. While the positions listed above have been and remain posted for applicants, we must be prepared to provide these critical services to our students. To that end, the District treats these vacancies and our difficulty in filling these vacancies as an “emergency” under paragraph 3 of the October 24, 2018 settlement agreement between the District and SCTA regarding the HIPPO MD grievance. Paragraph 3 of the agreement, which is attached here in its entirety, provides in part:

*Effective as of the date of this Agreement, the District agrees that it will not contract out SCTA bargaining unit work without prior notice to and the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied. “Emergency” for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position.*

Consistent with that settlement agreement, these vacancies constitute an “emergency” and we are seeking the written agreement of SCTA for the District to temporarily contract with non-public agencies and/or appropriately credentialed and licensed individuals to provide legally mandated services to our students. These temporary contracts will be terminated as the District is able to hire employees into the vacant

positions and the employees can begin to provide these legally mandated services to our students.

Please let us know by Wednesday, September 7, 2022 if SCTA will agree that the District may temporarily contract to provide these critical services to our students. If SCTA does not agree, please let us know by this same date the reasons for SCTA's decision not to agree to allow the District to contract out this work so that we may determine next steps.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Aguilar', with a stylized flourish at the end.

Jorge A. Aguilar  
Superintendent

D7  
10/2/17

**SETTLEMENT AGREEMENT AND RELEASE  
REGARDING HIPPO MD GRIEVANCE**

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between Sacramento City Unified School District (“District”), Sacramento City Teachers Association (“SCTA”), with respect to and in full settlement of the grievance (GR #49) filed by SCTA on behalf of specified affected employees on or about March 11, 2016 (“Grievance”) and is based upon the terms and conditions specified below. The District and SCTA are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

**RECITALS**

**WHEREAS**, on or about March 11, 2016, SCTA filed a grievance against the District alleging various violations of the Parties’ Collective Bargaining Agreement (“CBA”) related to the Hippo MD telehealth program (Grievance No. 49);

**WHEREAS**, at the request of SCTA and in an attempt to resolve Grievance No. 49, on August 31, 2017 the District suspended implementation of the Hippo MD program and notified students, family, and staff that the program was no longer available through the District; and

**WHEREAS**, In order to avoid the time and expense of a grievance arbitration, or other proceeding and/or potential administrative and/or civil litigation, the Parties desire to settle, all disputes arising out of, related to, or in any manner connected with the Grievance No. 49.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises made herein, the Parties agree to settle the Grievance as follows:

1. The recitals set forth above are true and correct and are made part of this Agreement.
2. The District agrees that prior to the implementation of telemedicine and/or change in the method or delivery in health care services to students that require a change in the wages and working conditions of any employees represented by SCTA will be negotiated with SCTA prior to implementation.
3. Effective as of the date of this Agreement, the District agrees that it will not subcontract out SCTA bargaining unit work without prior notice to and the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied. “Emergency” for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position. To the extent that prior to the date of this Agreement, the District has contracted out certain work performed by SCTA, the parties recognize that such contracts cannot be immediately rescinded or the work stopped and instead agree to negotiate a reasonable timeline to return

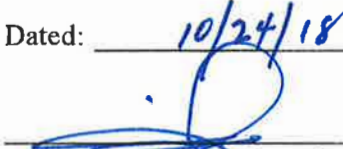
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the work to the bargaining unit through a process that includes and takes into consideration any emergencies or unique situations and legal requirements, such as those involved with providing required accommodations to meet, among other things, the specialized needs of children with disabilities.

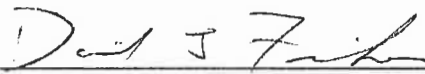
4. The District agrees that it will not change the existing job duties or job description of social workers, school nurses, or any other SCTA-represented classification without negotiating with SCTA as required by law.
5. SCTA will agree to put its pending grievances (Grievance Nos. 46, 51 and 62) regarding the contracting out of services in abeyance. If the parties are able to negotiate a mutually agreeable, reasonable timeline and process to return contracted work to the bargaining unit, the settlement will constitute a resolution of those pending grievances. The parties will make a good faith effort to reach a mutually agreeable settlement.
6. The District agrees to provide a one-time payment of \$500 to be used for purchasing classroom supplies to the SCTA members who participated in signing students up for Hippo MD at John Still in the first quarter of 2015 and who have not previously received full reimbursement for purchases of classroom supplies. For those SCTA members at John Still who received partial reimbursement for signing students up for Hippo MD, the District shall pay them the difference between the amount received by the member and \$500 as reimbursement for purchase of classroom supplies.
7. The District agrees to provide a one-time payment of \$240 to be used as reimbursement for purchasing classroom supplies to the SCTA members who participated in signing students up for Hippo MD at the additional schools (John Bidwell, New Joseph Bonnheim, Parkway, Bowling Green Chacon, Ethel I. Baker, H. W. Harkness, and Nicholas).
8. The payments described in paragraphs 4 and 5 above shall be made within sixty (60) days of full execution of this Agreement to the employees identified on a list mutually agreed to by SCTA and the District.
9. Grievance No. 49 and the corresponding arbitration in case No. 01-17-001-9862, will be deemed resolved by SCTA upon full execution of the Agreement by the District and SCTA. SCTA will notify the American Arbitration Association of the resolution of the grievance and request that the hearing scheduled in the matter be taken off calendar. The Parties agree that this Agreement resolves all outstanding issues related to the Grievance. SCTA and the employees affected by this Agreement release the District, its employees, and its Board from any and all claims liabilities which they have, may have had, or may claim to have relating to the Grievance.
10. It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of fault or liability by any party.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the date of full execution by the District and SCTA.

Dated: 10/24/18

  
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Jorge Aguilar, Superintendent  
Sacramento City Unified School District

Dated: 10/24/18

  
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David Fisher, President  
Sacramento City Teachers Association