

SETTLEMENT AGREEMENT

Between

SACRAMENTO CITY TEACHERS ASSOCIATION, CTA/NEA

And

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Settlement Agreement (Agreement) is entered into by and between the Sacramento City Teachers Association, CTA/NEA (SCTA) and the Sacramento City Unified School District (District) (collectively, Parties) in partial resolution of the unfair practice charges filed by SCTA in Public Employment Relations Board (PERB) Case Nos. SA-CE-2945-E and SA-CE-2965-E. The Parties agree as follows:

1. The proper forum for the resolution of the Parties' ongoing disputes concerning Article 13.1.1 of their collective bargaining agreement (CBA) is the labor arbitration procedures as set forth in Article 4 of their CBA.

2. Because the Parties' respective positions regarding Article 13.1.1 are well known by the other, no purpose is served by convening Level I or Level II grievance meetings. Instead, the Parties shall proceed to arbitration before an arbitrator selected from among a list of arbitrators provided by the American Arbitration Association as set forth in Article 4 of the Parties' CBA, which list SCTA shall request from AAA as soon as practicable following the Parties' execution of this Agreement; provided, however, that the Parties further agree that Kenneth Perea shall not be used as an arbitrator in this matter.

3. Arbitration as specified in this Agreement and as provided in Article 4 of the Parties CBA shall be the sole initial mechanism for resolving the Parties' disputes over Article 13.1.1. Neither Party shall initiate or pursue any court or administrative action(s) regarding these disputes prior to receipt of the Arbitrator's final decision and award.

4. This Agreement constitutes a full and complete resolution of the claims and disputes between the Parties as set forth in Paragraphs 15-18 of the May 8, 2019 Complaint issued in PERB Case No. SA-CE-2945-E and Paragraphs 9-15 of the July 31, 2019 Complaint issued in PERB Case No. SA-CE-2965-E. While SCTA will not formally withdraw and request the dismissal of either of these two PERB cases until and unless all of the claims alleged therein are settled, SCTA shall not attempt to litigate, and this Agreement shall constitute a total defense on the part of the District to, the claims set forth herein, and SCTA shall further inform the PERB Administrative Law Judge assigned to hear these cases that SCTA is no longer pursuing the claims set forth herein.

5. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the party of either of the Parties.

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6. This Agreement may be executed in counterparts and signed signature pages may be transmitted by facsimile or email, and a copy or original of this Agreement with all signature page appended together shall constitute a fully executed agreement.

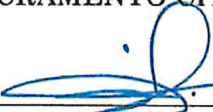
SACRAMENTO CITY TEACHERS ASSOCIATION, CTA/NEA



David Fisher, President

Dated: 8/21/19

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



Jorge A. Aguilar, Superintendent

Dated: 8/21/19