

Sacramento City Unified School District
Pending Labor Partner Administrative Litigation
As of October 18, 2021

SCTA Matters

Case Name	Case No.	Forum	Date(s) of Hearing	Brief Summary of Case	Status
SCTA v. SCUSD	SA-CE-3049-E	PERB ¹	Informal Conference scheduled for November 2, 2021	SCTA alleges the District refused to bargain during negotiations for a successor contract and specifically, over the allocation of additional governmental funding to increase student instructional, provide smaller class sizes, and enhance employee pay and benefits. SCTA further alleges the District refused to bargain over SCTA's "Back to School Better" proposal(s) and over SCTA's proposal for bargaining ground rules. SCTA also brings counts for surface bargaining and failure to provide information following its request.	PERB issued Complaint on September 27, 2021.
SCTA v. SCUSD (Combining of Cohorts Based On Three-Foot Distancing)	SA-CE-3041-E	PERB	Prehearing Conference scheduled for January 10, 2022. Hearing scheduled for January 18-20, 2022	SCTA alleges the District violated the MOU when it combined student cohorts following the three-foot physical distancing requirement between students pursuant to state guidance from CDPH.	Charge filed June 4, 2021.
SCTA v. SCUSD (Fall Distance Learning)	SA-CE-3013-E	PERB	Prehearing Conference scheduled for October 27, 2021. Hearing scheduled for December 14-16, 2021.	SCTA alleges the District engaged in unfair practices related to the negotiations and implementation of fall distance learning during school closures.	SCUSD filed its answer in response to the complaint. Awaiting hearing.

¹ [PERB](#) is a quasi-judicial administrative agency that oversees collective bargaining statutes covering employees of California's public schools, as well as other similar public agencies. The issuance of a complaint by PERB is not a finding of culpability, but merely a determination that the charge "[meets the minimum legal standard for a violation of the statute, that is, it states a prima facie case.](#)"

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SCTA v. SCUSD (Co-teaching Arbitration)	01-19-0003-6140	Grievance Arbitration		SCTA alleges the District violated the CBA and an MOU when it implemented co-teaching. The District has challenged the timeliness of the grievance at Level I and Level III (arbitration).	Post-Hearing Briefs due on October 25, 2021.
SCTA v. SCUSD (Contracting-out nursing services)	SA-CE-2778-E	PERB	Hearing Date TBD	SCTA alleged that the District contracted-out nursing services (hearing and vision screenings and services to diabetic students) without providing SCTA with notice and an opportunity to bargain. SCTA has also alleged that the District bypassed the union by discussing contracting out with unit members.	Awaiting scheduling of hearing
SCTA v. SCUSD (McWhorther Grievance)	SA-CE-2980-E	PERB	Hearing Completed	SCTA alleges that the District violated the EERA unilaterally altered the grievance process in not having the Superintendent or Board President Ryan preset at the grievance meeting and not making a settlement offer at either of two grievance meetings.	Post-Hearing Briefs due on October 15, 2021

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SCTA v. SCUSD (Early Childhood Programs)	SA-CE-2971-E	PERB	Hearing Completed	SCTA alleges the District is contracting out child development teaching services to SETA.	Proposed decision rendered September 28, 2021 finding: 1) The ALJ found that the decision to layoff employees was a nonnegotiable management prerogative and also found that the District did not contract out bargaining unit work when it returned child development slots to the Sacramento Employment and Training Agency (SETA), the JPA that holds the federal and state head start funds and gives that money to certain head start providers (like the District) to operate head start programs. (2) The District failed to bargain in good faith with SCTA over the impacts/effects of its decision to layoff. Decision orders SCUSD to post a Notice and bargain in good faith with SCTA upon receipt of SCTA's request to negotiate on this matter.
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SCTA v. SCUSD (Emergency Replacement Teachers)	SA-CE-2966-E	PERB	Hearing Completed	SCTA alleges the District engaged in unfair practices when (1) it hired emergency replacement teachers and compensated them at a premium pay rate in order to keep schools open on the day of the SCTA strike and (2) it required employees who were absent on the day of the strike to submit verification of their absence (as being for reasons other than the strike) in order to be paid for that day.	Decision rendered on September 15, 2021 finding that the Board resolution cause “at least slight harm” to SCTA members because the resolution “can be reasonably interpreted to induce bargaining unit employees to refrain for striking in exchange for a pay premium.” Decision orders SCUSD to post a Notice regarding Decision and requiring SCUSD to “[p]ay each employee represented by SCTA who was employed at the time of the April 11, 2019 strike and did not work that day an amount equal to \$500 minus their daily rate in effect at that time, compounded by seven percent interest per annum.”
SCTA v. SCUSD (FCMAT Calculator)	SA-CE-2961-E	PERB	Hearing Completed	SCTA alleges that the District did not provide information regarding potential budget cuts while it was working with SCOE to evaluate potential budget cuts and bargaining proposals.	Decision rendered June 21, 2021 finding that SCUSD failed to provide necessary and relevant information to SCTA. Decision orders SCUSD to post a Notice regarding Decision.

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SCUSD v. SCTA (District's UPC against SCTA)	SA-CO-635-E	PERB	Hearing Completed.	The charge alleges SCTA violated Government Code section 3543.6, subdivision (c), by consistently failing and refusing to bargain in good faith regarding the 2019- 2022 successor collective bargaining agreement.	Decision rendered on June 30, 2021 finding that SCTA violated the EERA and the Government Code by failing to engage in good faith bargaining. Decision orders SCTA to post a Notice regarding Decision and requiring SCTA to meet and negotiate in good faith with SCUSD.
SCTA v. SCUSD (Organizational reports during Board meetings)	01-20-0000-1247	Grievance Arbitration		SCTA alleges that the District violated Section 18.12 at the Board meeting on 8/1/19 when the microphone shut off during the public comment section of the union's presentation in violation of Section 18.12 regarding organizational reports.	Dismissed with prejudice by SCTA after two continuances.
SCTA v. SCUSD (Budget Meeting)	SA-CE-2953-E	PERB		SCTA alleges that the District violated the Educational Employment Relations Act ("EERA"), specifically Government Code section 3543.5, subdivisions (a), (b), and (c), through its actions related to an informal budget meeting held between the District and SCTA on January 9, 2019.	Dismissed with prejudice by SCTA
SCTA v. SCUSD (Distance Learning)	SA-CE-3002-E	PERB		SCTA alleges the District engaged in unfair practices related to the negotiations and implementation of distance learning during school closures in Spring 2020.	Dismissed with prejudice by SCTA

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SCTA v. SCUSD (Article 7.4 Grievance)	01-20-0000-1246	Grievance Arbitration ²	Phase One of Hearing Completed October 26- 27, 2020	SCTA alleges the District failed to “make every effort possible,” as referenced in Section 7.4, to reduce split classes in regard to the 2019-2020 school year. SCTA has also alleged that the District failed to make “efforts” as referenced in Section 7.4 to “keep students at their neighborhood school (i.e. avoid ConCapping)” in 2019-2020.	Decision Regarding Phase One of Hearing Rendered March 15, 2021.
SCTA v. SCUSD (Assessments Arbitration)	01-20-0000-2531	Grievance Arbitration	Hearing Completed	On November 30, 2016, the District and SCTA signed an MOU , agreeing to form an Assessment Committee by January 9, 2017 to develop a system for monitoring student progress. ³ SCTA’s grievance generally alleges the District violated the MOU by unilaterally implementing an Assessment schedule “that mandated multiple District-wide assessments” in the Fall of 2019.	Decision Rendered January 11, 2021 Testing MOU Assessment Correspondence SCUSD Brief Transcripts

² When an employment dispute does not resolve in the grievance process, the next step is arbitration. Arbitration is a right provided through each union’s collective bargaining agreement.

³ Correspondences regarding the assessments occurred in the interim.

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SEIU Matters

Case Name	Case No.	Forum	Date(s) of Hearing	Brief Summary of Case	Status
SEIU v. SCUSD (Summer 2021 Program MOU)		PERB		SEIU alleges that the District did not engage in the grievance procedure and violated its duty to bargain in good faith with respect to a grievance filed by SEIU concerning the MOU and a \$750 stipend paid to SEIU nutrition workers.	Charge filed October 14, 2021
SEIU v. SCUSD (Safety MOU)	SA-CE-3052-E	PERB		SEIU alleges that the District violated the MOU when it combined student cohorts following the three-foot physical distancing requirement between students pursuant to state guidance from CDPH.	Response to unfair practice charge due October 22, 2021
SEIU v. SCUSD (Combining of Cohorts Based On Three-Foot Distancing)		PERB		SEIU alleges the District violated the MOU when it combined student cohorts following the three-foot physical distancing requirement between students pursuant to state guidance from CDPH.	Charge filed September 22, 2021
SEIU v. SCUSD	SA-CE-2982-E	PERB; ALJ Christine Bologna	Hearing Completed	SEIU alleges the District did not provide the “39 month rehire” list in a timely fashion upon its request.	Decision rendered finding District did not provide sufficient information in timely manner.
SEIU v. SCUSD	SA-CE-3034-E	PERB		SEIU alleges the District failed to bargain in good faith with respect to in-person school reopening efforts.	On May 13, 2021, the District filed its amended position. On May 14, 2021, the District received notice that SEIU withdrew the unfair practice charge.

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SEIU v. SCUSD	Grievance Number 27	Grievance	Date of Arbitration Hearing Pending	SEIU alleges that the Grievant was improperly denied eligibility for retiree medical benefits. The grievance was denied by the District because Grievant did not work the required number of consecutive years in a benefitted position.	Pending Arbitration Hearing
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