



**CALIFORNIA
TEACHERS
ASSOCIATION**

1705 Murchison Drive, Burlingame, CA 94010
P.O. Box 921, Burlingame, CA 94011-0921
phone 650.552.5425 // fax 650.552.5019

LEGAL DEPARTMENT

August 31, 2016

PERBe-file.SRO@perb.ca.gov

PUBLIC EMPLOYMENT RELATIONS BOARD
Sacramento Regional Office
1031 18th Street
Sacramento, CA 95814-4174

***RE: Sacramento City Teachers Association CTA/NEA v. Sacramento City
Unified School District***

Dear Sir/Madame:

Enclosed is an original and one copy of Charging Party's **UNFAIR PRACTICE
CHARGE** to be filed in the above-referenced case.

Also enclosed is an additional copy of the cover page for endorsing.

Please return the endorsed stamped copy in the postage-paid envelope provided.

Thank you.

Very truly yours,

Maria C. Hernandez
Legal Assistant

/mch

Enclosure(s)



**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE: Case No: _____ Date Filed: _____

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No. _____ NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name: Sacramento City Teachers Association, CTA/NEA

b. Mailing address: c/o California Teachers Association, Legal Department, 1705 Murchison Drive, Burlingame, CA 94010

c. Telephone number: (650) 552-5425

d. Name and title of person filing charge: Mandy Hu E-mail Address: mhu@cta.org
Telephone number: (650) 552-5415 Fax No.: (650) 552-5019

e. Bargaining unit(s) involved: Certificated employees

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name: Sacramento City Unified School District

b. Mailing address: 5735 47th Avenue
Sacramento, CA 95824

c. Telephone number: (916) 643-9000

d. Name and title of agent to contact: José L. Banda, Superintendent E-mail Address: _____
Telephone number: (916) 643-9000 Fax No.: (916) 399-2058

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name: _____

b. Mailing address: _____

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Government Code section 18524.)

a. Full name: _____

b. Mailing address: _____

c. Agent: _____

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.
PERB-61 (7/22/2014)

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code sec. 3540 et seq.)
- Ralph C. Dills Act (Gov. Code sec. 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code sec. 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code sec. 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code sec. 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code sec. 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code sec. 71800 et seq.)
- In-Home Supportive Services Employer-Employee Relations Act (Gov. Code, § 110000 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Government Code sections 3543.5(b) and (c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are *(a copy of the applicable local rule(s) MUST be attached to the charge)*: _____

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

See Attached Statement of Charge

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on August 31, 2016 (Date)

at Burlingame, California (City and State)

Mandy Hu
(Type or Print Name)


(Signature)

Title, if any: CTA Staff Counsel

Mailing address: California Teachers Association, Legal Department, 1705 Murchison Drive, Burlingame, CA 94010

Telephone Number: (650) 552-5415 E-Mail Address: mhu@cta.org

STATEMENT OF CHARGE

During the six months preceding the filing of this unfair practice charge, the Sacramento City Unified School District (the “District”), by its own actions and those of its agents, has failed to bargain in good faith with Sacramento City Teachers Association, CTA/NEA (“the Association”), the exclusive bargaining representative of the District’s certificated employees, in violation of the Educational Employment Relations Act (EERA), Government Code §§ 3543.5(b) and (c), as evidenced by, but not limited to, the following facts:

Background

1. At all relevant times, the District has been a public school employer within the meaning of Government Code § 3540.1(k).
 2. At all relevant times, José L. Banda has been the Superintendent of the District.
 3. At all relevant times, Doug Huscher has been the Interim Assistant Superintendent of Equity for the District.
 4. At all relevant times, Association has been an employee organization within the meaning of Government Code § 3540.1(d), and the exclusive representative of an appropriate unit of certificated employees of the District within the meaning of Government Code § 3540.1(e).
 5. The District and the Association are parties to a collective bargaining agreement (“the CBA”) that has been operative during all relevant times and remains operative through the 2016-2017 school year.
 6. Article 11 of the CBA, entitled “Safety Conditions,” provides for the authority of teachers to remove from the classroom, suspend, or otherwise discipline misbehaving students.
- A true and correct copy of Article 11 is attached as **Exhibit A**.

Implementation of SPARK Program

Attachment “A” to Unfair Practice Charge
Page 2 of 7

7. On April 21, 2016, the District’s Board of Education held a regularly scheduled board meeting.

8. This Board meeting was the first time the Association learned of the District’s plan to implement the SPARK Program, which was noticed as an agenda item. A true and correct copy of the Board meeting agenda item regarding the SPARK Program is attached as **Exhibit B**.

9. The SPARK Program was created by the District’s Equity Department as “a framework for improving school climate,” with the intention of moving the District from “inequitable punishments for misbehavior” to restorative discipline. SPARK stands for “Social Emotional Learning, Positive Relationships, Analysis of Data, Restorative Practices, Kindness.” A true and correct copy of informational material created by the District about the SPARK Program is attached as **Exhibit C**.

10. Under the SPARK Program, the District and school administrators would unilaterally select SPARK site lead and team members from within the ranks of employees.

11. Those employees selected to participate in the SPARK Program would be invited to attend 1-3 day “Summer Equity Retreats,” held in June and August 2016, for which the employee would be compensated. They would also be required to meet during the school year, for which they would also be compensated.

12. The District had begun implementation of the SPARK Program the day before the Board meeting, on April 20, 2016, when it distributed surveys to some employees during staff meetings to assess employee interest in the program. A true and correct copy of the “SPARK Staff Interest Survey” is attached as **Exhibit D**. The District did not provide a copy of the survey to the Association prior to its use with educators in the staff meetings, nor did the Association agree to the content of the survey or how the information received from it would be used.

Bargaining Over SPARK Program

13. Immediately after learning of the SPARK Program, on the same evening as the Board meeting, the Association sent an email to the District demanding to bargain “all aspects of the District’s proposed SPARK program that affect the wages and working conditions of educators represented by SCTA prior to implementation,” including the impacts and effects of the program on the wages, hours, and working conditions of bargaining unit members. A true and correct copy of the Association’s demand to bargain is attached as **Exhibit E**.

14. The District agreed to bargain, and the parties arranged to meet on May 17, 2016.

15. Prior to the meeting, on May 10, 2016, the Association requested information from the District regarding the SPARK Program that is necessary and relevant to the Association’s representational duties. Specifically, the Association requested:

- (1) a detailed budget for the program;
- (2) the names, job titles, and assignments of staff that would be responsible for the oversight and administration of the program;
- (3) the names of the consultants, the contracts, and the criteria for selection of any contractors the District proposed to be part of the program;
- (4) any material distributed by the District to principals or staff describing the program;
- (5) copies of the SPARK surveys that had been completed by employees; and
- (6) the job description of the proposed training specialists and the proposed work assignments.

A true and correct copy of the Association’s May 10 information request is attached as **Exhibit F**.

Attachment "A" to Unfair Practice Charge
Page 4 of 7

16. When the parties met on May 17, the Association raised concerns about the SPARK Program, the survey, the evaluation of the survey, the selection of school sites and employees within school sites for the program, and other matters. The Association also demanded that the District stop its implementation of the SPARK Program until the District had time to provide complete information to the Association, and the parties had had a chance to resolve their differences. The District agreed to do so.

17. Despite having agreed to stop its implementation of the SPARK Program, the District released a summer training schedule for the SPARK Program, showing the first summer training was set to occur on June 22.

18. The District also went forward with its own selection of school-based SPARK teams. At some schools, administrators solicited volunteers for the SPARK teams, but in several other schools, administrators simply informed participants that they had been selected without prior input from that employee.

19. On June 13, 2016, the Association informed the District that it had not provided certain information in response to the Association's May 10 information request. Specifically, the District had not provided information in response to items 1, 2, and 6, and had provided only partial information in response to items 3 and 4. In addition, the Association asked for new information: all correspondence related to SPARK sent between representatives of the Equity Office and any principals or any bargaining unit member from September 1, 2015 to the present. All of the requested information is necessary and relevant to the Association's representation of its members. A true and correct copy of the Association's June 13 information request is attached as **Exhibit G**.

20. The District did not respond to the Association's June 13 information request.

**Attachment “A” to Unfair Practice Charge
Page 5 of 7**

21. To date, the District has failed to provide complete information in response the Association’s May 10 and June 13 information requests.

22. The parties met a second time on June 14, 2016. The District informed the Association that it had already committed to providing the summer trainings and wanted them to continue. Without conceding its demand to continue bargaining over the implementation and impacts and effects of the SPARK Program, the Association acknowledged that the June trainings would be held as proposed by the District. However, the District agreed to open the trainings in August to any certificated employee who wanted to attend, not just those selected by the District.

23. Despite having agreed to open August summer trainings to all employees, the District failed to inform all employees that they could attend and otherwise failed to promote or publicize the trainings, effectively insuring that only the SPARK team members selected by the District could attend.

24. As of the date of this unfair practice charge, the District has not stopped its implementation of the SPARK Program, despite repeated demands by the Association to bargain.

25. Despite meeting with the Association to purportedly bargain over the District’s decision to implement the SPARK Program and its impacts and effects, the District had no intention of considering alternatives or changes to the program, or doing anything other than implementing the SPARK Program.

Unfair Practice Charge: Violation of Gov. Code §§ 3543.5(b) and (c)

26. The District’s conduct, set forth above and including but not limited to its complete implementation of the SPARK Program prior to completing negotiations over the implementation itself as well as its impacts and effects, constitutes an unlawful failure and refusal to bargain in good faith in violation of Government Code § 3543.5(c).

Attachment "A" to Unfair Practice Charge
Page 6 of 7

27. The District has also failed and refused to bargain in good faith with the Association in violation of Government Code § 3543.5(c) by failing to provide the Association with requested information necessary and relevant to the Association's representational duties.

28. The District's conduct, as set forth above, constitutes a unilateral change to a bargained-for agreement in violation of Government Code § 3543.5(c), as follows:

- a. The SPARK Program contradicts provisions in the CBA, including but not limited to Article 11, that address the contractual rights of teachers with regard to student discipline, which is a matter within the scope of representation.
- b. The SPARK Program was unilaterally implemented by the District without notice to or good faith bargaining with the Association.
- c. The SPARK Program has had and will continue to have a generalized effect on the bargaining unit as a whole.

29. The District's conduct, set forth above, constitutes a denial of the Association's protected rights in violation of Government Code § 3543.5(b).

30. All allegations raised here are timely, because they occurred within six months of the filing of this charge.

WHEREFORE, Association respectfully requests that the Public Employment Relations Board order:

1. That the District violated Government Code §§ 3543.5 (b) and (c);
2. That the District immediately cease and desist from failing and refusing to bargain in good faith with the Association, and from interfering with and denying the EERA-protected rights of the Association;
3. That the District immediately cease and desist from implementing the SPARK program;

Attachment "A" to Unfair Practice Charge

Page 7 of 7

4. That the District post an appropriate notice at all places where such notices are regularly placed informing the community of PERB's determination that the District violated the EERA;
5. That the District pay to the Association its fees and costs incurred in bringing this action;
and
6. Such other and further relief as is just and proper.

Exhibit A

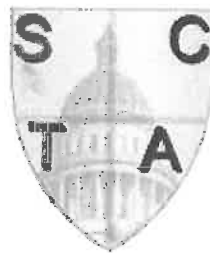
Sacramento City Teachers Association

**Collective Bargaining Agreement
Between**



**Sacramento City Unified
School District**

and



**Sacramento City
Teachers Association (SCTA)**

**Effective:
July 1, 2004 through June 30, 2011**

ARTICLE 11 - SAFETY CONDITIONS

- 11.1** A teacher may use reasonable force, as is necessary, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.
- 11.1.1** Behavior which is inimical to a proper and positive learning environment shall be cause for removal of a student from a classroom. In all cases when a student is removed from class, the teacher must notify the administrator or his/her designee to provide for continuous supervision of the student.
- 11.2** Administrators will assist teachers who have been or are being assaulted while acting in the discharge of their duties.
- 11.3** In the case of any menace, assault, or attack upon a teacher, the local site administrator shall explain the relevant code sections to the affected teacher and shall assist the teacher in completing the written report of the incident on the appropriate form. The administrator in charge shall notify the police. If a formal complaint is to be made, it is the teacher's responsibility to file such complaint with the proper authorities but the administrator in charge shall lend assistance as requested. Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the teacher upon request.
- 11.3.1** Upon request the District shall transmit to the Association a report of all such incidents that have been recorded. In recognition of the District's workload, such requests shall be limited to one (1) per school year. The Association shall pay for all relevant costs of compiling and producing the report.
- 11.4** Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- 11.4.1** Teachers will be provided a means of directly communicating a need for assistance to the principal or designated person in charge in the case of any emergency when a potential for physical harm is evident or immediate assistance is required.
- 11.4.2** Teachers shall be provided lighting and security at night functions which are approved school activities.
- 11.5** A teacher may suspend, for the day of the suspension and the day following, any pupil from his/her class for any of the acts enumerated in the Education Code. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
- 11.5.1** A pupil suspended from a class shall not be placed in another regular class during the period of suspension without the permission of the receiving teacher. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 11.5.2** The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignment and tests missed during the suspension.
- 11.6** The District will provide information to members of the bargaining unit to make them aware of the provisions of the Education Code which provides for exclusion of any student.
- 11.7** The Board shall reimburse employees for any damage or destruction of clothing or other items of personal property brought in and removed each day while on duty in the school, on the school premises, or at a school-sponsored activity as per District policy.
- 11.8** The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school sites to every member of the bargaining unit and copies shall be posted in prominent locations on the school site.

- 11.9** In the interest and protection of students and teachers, the Board shall commit the school District to cooperate closely with all law enforcement agencies in matters of mutual concern.
- 11.10** Whenever information comes to the principal's attention which clearly identifies a student with a history of behavior which has been inimical to the safety of others, and which information is not privileged under the law, the principal shall inform the teacher(s) to whom the student is assigned as soon as reasonably possible.
- 11.11** For the protection of students and staff, each teacher shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.
- 11.12** A collection of the pertinent discipline codes delineating the rights and duties of all teachers with respect to student discipline shall be presented to each teacher and made available to each parent annually.
- 11.13** Teachers who are required to supervise students in activities other than the classroom and without the presence of an administrator will have the authority and responsibility to enforce state laws, District policy, school discipline code, and building rules.
- 11.13.1 Each building principal shall establish a chain of command to supervise in his/her absence.
- 11.14** Except in an emergency at least two (2) adults will be on duty at each Children's Center at all times, unless the affected teacher, in conference with the site supervisor, agrees to schedule aide time in another manner.
- 11.14.1 Each Children's Center Supervisor shall provide and post his/her weekly work schedule at each site under his/her supervisor prior to effective date.
- 11.14.2 An adequate safe shall be provided at each Children's Center for the secure storage of money.
- 11.15** School principals shall make every effort to provide secured storage space for employees' personal property brought in and removed every day (e.g., clothing, watches, eyeglasses, etc.).
- 11.16** Adequate and safe transportation for authorized field trips shall be provided as available and necessary at every school.
- 11.17** A teacher who participates in a student-parent conference that gives formal notice of proficiency test deficiencies shall be held harmless by the District in any litigation by a parent or student.

Exhibit B



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1

Meeting Date: April 21, 2016

Subject: Sparking Change: An Integrated Approach to School Climate

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Equity Office

Recommendation: N/A

Background/Rationale: This presentation will provide information about SCUSD's integrated approach to school climate. SPARK, SCUSD's new framework, will help provide a roadmap for schools to become more positive, dynamic, and supportive places to learn. Spark provides a framework for thoughtfully integrating SEL, PBIS, and Restorative Practices. Spark will promote equity through valuing student voice, implementing restorative practices, and building a greater sense of belonging for students, staff, and families.

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean, and Healthy Schools

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Doug Huscher, Area Assistant Superintendent

Approved by: José Banda, Superintendent

Board of Education Executive Summary

Equity Department

Sparking Change: An SCUSD Integrated Approach to School Climate
April 21, 2016



I. OVERVIEW / HISTORY

The Equity Department is a new department in the Sacramento City Unified School District. This department is tasked with creating conditions that cultivate the talents and interests of all students to prepare them academically, socially, and emotionally for life. The Equity Department recognizes that our educational system is inequitable by design and it is our responsibility to vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone (adults and children) to learn, grow, and reach their greatness. The Equity Department has developed a framework called SPARK to help it reach its goals. The SPARK framework is designed to thoughtfully integrate SEL, PBIS, and Restorative Practices.

II. DRIVING GOVERNANCE

BP 5144 – Discipline

BP 5137 – Positive School Climate

BP 0410 – Nondiscrimination in District Programs

III. BUDGET

Combined LCFF and one-time funds

IV. GOALS, OBJECTIVES, AND MEASURES

- Emphasis on keeping kids in school and ending school to prison pipeline
- Regular use of data by every site to reduce / eliminate discipline disproportionality
- Elevating student voice...building better relationships with students/families, increasing trust, creating greater sense of community
- Building dialogue around our why...our moral imperative to confront inequities
- Addressing implicit bias and oppression in our system
- Creating safer, more positive, supportive places for students to learn
- Strengthening core SEL competencies in every child
- Placing an emphasis on restorative practices...repairing harm and restoring relationships after wrong doing
- Developing the gifts, talents, and interests of every child
- Lead coherent communities of practice toward racial equity outcomes
- Developing a collective responsibility for the experience and achievement of all students in our system

Board of Education Executive Summary

Equity Department

Sparking Change: An SCUSD Integrated Approach to School Climate
April 21, 2016



V. MAJOR INITIATIVES

SPARK is an approach that brings coherence to equity, school climate, and board policy mandates. SPARK will address the opportunity gaps that are rooted in ineffective one size fits all programs, disproportionate discipline, and discriminatory practices. SPARK is built on five core elements to help our schools become more positive, dynamic, and supportive places to learn. These elements include SEL, Positive relationships, Analysis of data, Restorative practices, and Kindness.

VI. RESULTS

N/A

VII. LESSONS LEARNED / NEXT STEPS

Next steps include building capacity within the Equity Department, planning and providing appropriate professional learning opportunities during the summer through a series of SPARK equity retreats, and coordinating support to ensure that sites experience a positive experience launching SPARK.

Exhibit C

Sparking Change:

An SCUSD Integrated Approach to Improving School Climate

At this time in our history, our nation is faced not only with gaps in achievement levels, but also gaps in discipline and academic opportunities. Far too many of our students feel disconnected at school, receive inequitable punishments for misbehavior, and do not feel they have adults to trust and confide in. With these facts in mind, the Equity Department has worked to create **SPARK**: a framework for improving school climate, becoming more restorative with our discipline, and making students feel more included in schools. And while we know there are many wonderful things happening in our schools, we must continue to work to become more positive, restorative, empathetic, and reflective.

S – *Social Emotional Learning*

P – *Positive Relationships*

A – *Analysis of Data*

R – *Restorative Practices*

K – *Kindness*

A second motivation for creating the SPARK Framework came with the new Board-adopted policy for Administrative Regulations for Discipline, passed in June of 2014. The goals of the new policy are as follows:

- a. To the extent possible, other methods of correcting behavior must be utilized before suspension occurs, and suspension must be the last resort.
- b. Students must be taught explicitly the behavioral expectations of their school site in order to be held accountable to them.
- c. School leaders must review discipline data monthly and set goals to improve any disparities that exist for any group of students (i.e. race/ethnicity, students with disabilities, income level).
- d. School staff must engage in restorative behavior and must teach students how to think about restoring harm and how their decisions affect others and the greater community.
- e. Mandatory professional development must occur for all staff in school-wide positive behavior interventions and supports, restorative practices, social emotional learning, implicit bias, and cultural proficiency.
- f. Willful defiance as a reason for disciplining a student must be kept to a minimum and patterns of misbehavior must be addressed by school staff by looking at perceived motivation and social supports that could be put in place to better support that student.

SPARK in SCUSD will provide staff with the professional learning they deserve and that will help us all to achieve the goals we have set forth for our students. Through our integrated plan, staff will not only be active participants in Equity Retreats over the summer of 2016, but they will also receive ongoing support, coaching, and mentoring from district training specialists. SPARK teams will meet regularly throughout the year to examine discipline and school climate data, reflect on key learnings from the data, and create specific plans to take action in making improvements at their sites. We have based our work on extensive research and evidence-based best practices, and we are excited to embark on this journey with our students, families, and staff!

Sparking Change:

An Overview of Our Framework and Method of Support

SPARK is an approach that brings coherence to equity, school climate, and board policy mandates

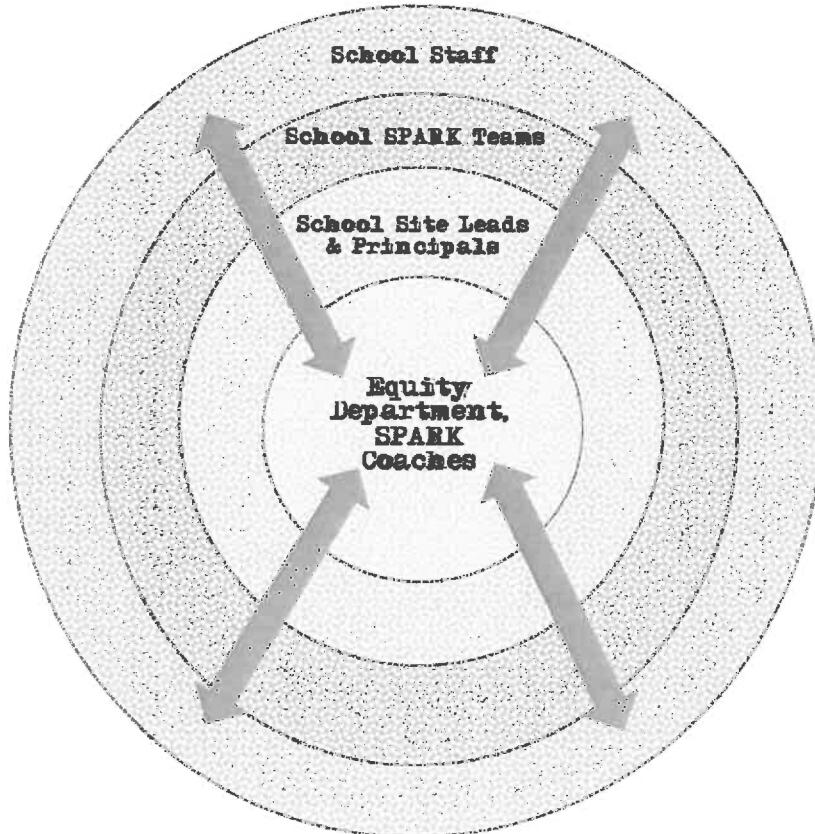
SPARK addresses opportunity gaps that are rooted in:

- *Ineffective, one-size-fits-all programs
- *Disproportionate discipline
- *Discriminatory practices

SPARK is a framework for thoughtfully integrating SEL, PBIS, and Restorative Practices

SPARK is built on five core elements that will help schools become more positive, dynamic, and supportive places to learn

SPARK sets a foundation for positive school climate through valuing and empowering student voice, promoting positive relationship building, and encouraging a sense of belonging for all students



Your spark can become a flame and change everything.

-E.D. Nixon

Sparking Change...

Group Details

Cohesion

- 3-day Summer Equity Retreat (staff paid)
- SPARK Team meets during the year for 2 hours per month and 6 hours prior to the start of school (staff paid)
- Substantial coaching support
- Emphasis on restorative practices content

Fusion

- 2-day Summer Equity Retreat (staff paid)
- SPARK Team meets during the year for 2 hours per month (staff paid)
- Moderate coaching support
- Emphasis on positive behavior supports and restorative practices

Exploration

- 1-day Summer Equity Retreat (staff paid)
- SPARK Team meets during the year for 1 hour per month (staff paid)
- Minimal coaching support
- Emphasis on SEL

In addition to support from Equity coaches, there will be a **site lead at each school who coordinates the SPARK work (paid for his/her time). There will also be varying options for PD at each level, including webinar-based PD and centralized SEL PD.*

Sparking Change...

Next Steps for SPARK

<i>Date</i>	<i>Responsibilities - Principal</i>	<i>Responsibilities - School Staff</i>	<i>Responsibilities - Equity Dept.</i>
April 20	Complete and turn in "Principal Interest Survey"	X	Introduce SPARK at principals' meeting; process principal surveys
May 5	Introduce SPARK to school staff at staff meeting	Complete "Staff Interest Survey" (classified staff are also encouraged to complete survey)	X
May 6	Ensure staff surveys are emailed to shonna-franzella@scusd.edu	Office Manager (or other office staff): Scan and email all staff surveys to shonna-franzella@scusd.edu	Receive and group surveys
<u>No later than</u> May 13	X	X	Notify each principal of their SPARK level; send details regarding SPARK site lead and team responsibilities/selections
Week of May 16	Notify staff of SPARK level; engage with staff to select site lead and SPARK team members	Teachers let administrator know if they are interested in being on the SPARK team or being a site lead	X
<u>No later than</u> May 20	Make sure SPARK teams and site leads have been selected; complete and send "SPARK Team Details" to shonna-franzella@scusd.edu	SPARK teams and site leads: Calendar dates for Summer Equity Retreat!	Follow up with SPARK teams and site leads regarding Summer Equity Retreats and next steps

Summer Equity Retreat Dates		
<u>Cohesion</u>	<u>Fusion</u>	<u>Exploration</u>
Group A = June 20-21 + Aug 10 Group B = June 22-23 + Aug 12	(Mainly existing PBIS Sites) August 15-16	Group A = August 8 Group B = August 9 Group C = August 19

be the SPARK...SCUSD 2016

Exhibit D

Exhibit E

Hu, Mandy

From: Borsos, John
Sent: Tuesday, August 16, 2016 4:20 PM
To: Hu, Mandy
Subject: Fw: Demand to bargain

From: Cancy McArn <Cancy-McArn@scusd.edu>
Sent: Monday, April 25, 2016 5:43 PM
To: Borsos, John
Cc: Nikki Milevsky; David Fisher; Doug Huscher; Lisa Allen; Cindy Nguyen
Subject: RE: Demand to bargain

Hi,

Please accept this of confirmation of receipt of your request. Can you please identify a couple dates that work for you and your team, thanks. Once we receive dates, we will work to quickly identify one that works for those involved.

Take Care,
Cancy

Cancy McArn | Chief Human Resources Officer
Sacramento City Unified School District
5735 - 47th Avenue | Sacramento, CA 95824
(916) 643-7434 cancy-mcarn@scusd.edu

CONFIDENTIALITY NOTICE: This communication may contain privileged (confidential) information only for use by the intended recipient(s) including student, personnel, deliberative process, attorney-client, work product and other privileged information protected under state and federal law. Unless you are the intended addressee, you may not use, copy, disclose, or distribute privileged information (or any privileged information as attachments) to anyone. Unauthorized use or dissemination of privileged information, regardless of the means of transmission, is subject to civil action and/or criminal penalties. If you received this communication in error, please notify the sender by reply e-mail or by telephone and delete the communication. Thank you for your cooperation.

Become a SCUSD Teacher!!

We are recruiting diverse, energetic and enthusiastic individuals with the goal of putting children first. If you are interested in becoming a teacher with SCUSD, please log onto our website and apply online at:
https://searchsoft.scusd.edu/ats/app_login?COMPANY_ID=00001248

To learn more about Sacramento City Unified School District, please visit our website at www.scusd.edu

-----Original Message-----

From: Borsos, John [<mailto:JBorsos@cta.org>]
Sent: Thursday, April 21, 2016 8:34 PM
To: Cancy McArn
Cc: Nikki Milevsky; David Fisher

Subject: Demand to bargain

Cancy:

Please accept this email as scta's demand to bargain all aspects of the district's proposed SPARK program that affect the wages and working conditions of educators represented by scta prior to implementation.

Considering that the district had made little effort in the most perfunctory matter lacking substantive details to discuss this proposal prior to tonight's presentation to the school board it appears that the district recognition of its obligation to bargain over potential changes is an afterthought. Furthermore state law requires the district to give the union notice in writing related to any purposes change in working conditions. We have not received any such notice related to this initiative.

Exhibit F

Hu, Mandy

From: Borsos, John
Sent: Tuesday, August 16, 2016 4:25 PM
To: Hu, Mandy
Subject: Fw: SPARK

From: Borsos, John
Sent: Tuesday, May 10, 2016 5:01 PM
To: Cancy-McArn@scusd.edu; doug-husher@scusd.edu
Cc: Nikki Milevsky; David Fisher
Subject: SPARK

Cancy and Doug:

This will confirm our availability to meet on Tuesday, May 17th at 1:15 p.m. to begin bargaining regarding the implementation of various aspects of SPARK.

Because of our need to have moved things around, we would prefer that this first meeting take place at our office.

As part of the meeting, we will be trying to understand what the District is proposing.

To aid our understanding, we hereby request the following:

1. The budget for the new program. This should be as detailed as possible, including a comparison of dollars spent in various subcategories (e.g. SEL) and projected spending for 2016-17.
2. The names, job titles, and assignments of staff that are be or will be responsible for the oversight and administration of the program.
3. The names of the consultants, contracts and criteria for selection for any contractors who the district is proposing to be part of the program.
4. any material, including emails and other documents, that have been distributed to principals or other staff that describe the program.
5. Copies of any SPARK surveys that have been returned to date. The surveys we are referring to are those that were prematurely distributed to staff in last week's staff meetings.
6. The job description of the proposed training specialists and the proposed work assignments.

Please understand that this request is preliminary and may be added to as we proceed further negotiating through these issues.

Two additional points--we trust that the District will now put all aspects of the program that relate to the working of conditions of certificated staff on hold until the bargaining process has concluded. We are excited to be working with the District to develop restorative practices initiatives and other related programs, but want to ensure that it is done without appropriate input and with the greatest chances for success.

Second, because these are matters of negotiations, SCTA chooses its representatives. It is unlawful for the District to include any SCTA-represented employees on the District's bargaining team.

We look forward to a productive meeting on May 17th.

Exhibit G

Hu, Mandy

From: Borsos, John
Sent: Tuesday, August 16, 2016 4:29 PM
To: Hu, Mandy
Subject: Fw: SPARK

From: Borsos, John
Sent: Monday, June 13, 2016 9:14 AM
To: Doug Huscher; Cancy McArn; Cindy Nguyen; Lisa Allen
Cc: dfisher@saccityta.com; Nikki Milevsky
Subject: Re: SPARK

In preparation for our meeting, we would appreciate receiving the information requested below that still has not been provided.

In addition, and we realize that it won't be possible to receive before tomorrow, we are requesting any correspondence, including emails from representatives of the Equity Office and any SCTA-represented employee, including those in the Equity Office, related to SPARK from September 1, 2015 to the present.

We are also requesting any correspondence between the Equity Office and principals and other staff related to SPARK implementation.

We are also requesting the names of any and all SCTA-represented employees who have been appointed to SPARK teams.

We demand receipt of this information by no later than June 27, 2016.

Please be advised that the implementation of SPARK is a mandatory subject of bargaining and all aspects of the program need to be negotiated with SCTA prior to implementation.

We consider our meeting tomorrow and our previous meeting to be the informal pursuit of a Level 1 grievance.

Please be further advised that the District refusal to put the program on hold until such time the below requested information is received and the parties have had a chance to negotiate over the program's implementation is an unfair labor practice and the District's failure to suspend implementation will result in the filing of an unfair labor practice charge with the California Public Employee Relations Board (PERB).

We look forward to discussing these matters tomorrow.

John

From: Borsos, John
Sent: Thursday, May 12, 2016 11:36 AM
To: Doug Husher
Subject: Fwd: SPARK

This bounced back.

Wanted to make sure you got this.

Begin forwarded message:

From: "Borsos, John" <JBorsos@cta.org>
Date: May 10, 2016 at 5:01:47 PM PDT
To: "Cancy-McArn@scusd.edu" <Cancy-McArn@scusd.edu>, "doug-husher@scusd.edu" <doug-husher@scusd.edu>
Cc: Nikki Milevsky <NMilevsky@saccityta.com>, David Fisher <DFisher@saccityta.com>
Subject: SPARK

Cancy and Doug:

This will confirm our availability to meet on Tuesday, May 17th at 1:15 p.m. to begin bargaining regarding the implementation of various aspects of SPARK.

Because of our need to have moved things around, we would prefer that this first meeting take place at our office.

As part of the meeting, we will be trying to understand what the District is proposing.

To aid our understanding, we hereby request the following:

1. The budget for the new program. This should be as detailed as possible, including a comparison of dollars spent in various subcategories (e.g. SEL) and projected spending for 2016-17.
2. The names, job titles, and assignments of staff that are be or will be responsible for the oversight and administration of the program.
3. The names of the consultants, contracts and criteria for selection for any contractors who the district is proposing to be part of the program.
4. any material, including emails and other documents, that have been distributed to principals or other staff that describe the program.
5. Copies of any SPARK surveys that have been returned to date. The surveys we are referring to are those that were prematurely distributed to staff in last week's staff meetings.
6. The job description of the proposed training specialists and the proposed work assignments.

Please understand that this request is preliminary and may be added to as we proceed further negotiating through these issues.

Two additional points--we trust that the District will now put all aspects of the program that relate to the working of conditions of certificated staff on hold until the bargaining process has concluded. We are excited to be working with the District to develop restorative practices Initiatives and other related programs, but want to ensure that it is done without appropriate input and with the greatest chances for success.

Second, because these are matters of negotiations, SCTA chooses its representatives. It is unlawful for the District to include any SCTA-represented employees on the District's bargaining team.

We look forward to a productive meeting on May 17th.

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of San Mateo,
State of California. I am over the age of 18 years. The name and address of my
residence or business is California Teachers Association, -----
1705 Murchinson Drive, Burlingame, CA 94010

On 08/31/2016, I served the Unfair Practice Charge -----
(Date) (Description of document(s))

(Description of document(s) continued)

on the parties listed below (include name, address and, where applicable, fax number) by (check
the applicable method or methods):

placing a true copy thereof enclosed in a sealed envelope for collection and delivery
by the United States Postal Service or private delivery service following ordinary business
practices with postage or other costs prepaid;

personal delivery;

facsimile transmission in accordance with the requirements of PERB Regulations

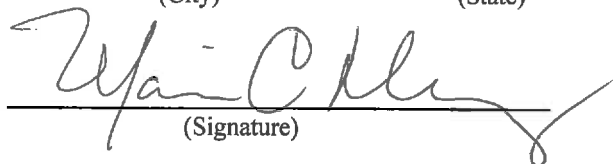
32090 and 32135(d).

(Include here the name, address and, where applicable, fax number of the Respondent and any other parties served.)

Sacramento City Unified School District
José L. Banda, Superintendent
5735 47th Avenue
Sacramento, CA 95824

I declare under penalty of perjury that the foregoing is true and correct and that this
declaration was executed on August 31, 2016, at Burlingame CA.
(Date) (City) (State)

MARIA C. HERNANDEZ
(Type or print name)


(Signature)