

November 9, 2018

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

November 9, 2018

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Rachel Halbo
Student Board Member

Sent Via Email (dfisher@saccityta.com)

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

Re: Health Plan Savings

Dear Mr. Fisher:

The District is pleased to learn that SCTA wishes to engage in “immediate discussions ... to consider potential health plan savings,” as stated in your letter of November 1, 2018. The District has been seeking SCTA’s cooperation in order to come to an agreement on health plan costs savings for quite some time.

Contrary to the version of events described in your letter, it has been SCTA who has delayed the effectuation of the health plan costs savings that were agreed to in Article 13.1.1 of the tentative agreement ratified on December 7, 2017. As with previous communications, the November 1, 2018, SCTA letter again leads with the position that the Salary Schedule Structure proposed by SCTA must be implemented at any and all costs, despite the explicit limitation of a 3.5% cost increase that was included in the Framework Agreement. Rather than bargain in good faith on this critical matter of health care costs, SCTA has insisted on numerous occasions, including the recent meeting on October 24, 2018 with Dr. John Quinto (Chief Business Officer), Cancy McArn (Chief Human Resources Officer), Tanisha Turner (Employee Compensation Director), Raoul Bozio (In-House Counsel), and CECHCR representatives, that the District acquiesce to SCTA’s Salary Schedule Structure proposal before SCTA comes to any agreement resulting in the reduction to the District’s health care expenditures.

Regarding the Salary Schedule Structure matter, the District believes that full consideration and process must be given to the determination of this important matter. Moreover, contrary to SCTA’s assertion, the reduction in percentage increase to year-over-year health costs did in fact decrease due to the efforts to employ CECHCR to analyze the District’s health care costs and options available on the market. However, these were due to CECHCR and market forces, not any action by SCTA to come to an agreement to effectuate meaningful changes to the health care plan costs as contemplated under Article 13.1.1. In fact, based on the CECHCR reports, SCUSD loses approximately \$735,416 with each subsequent month that passes without implementing a change to health care costs because SCTA has refused to reach an agreement on this matter.

Nevertheless, and despite the above noted points of disagreement, the District also wishes to resume discussions and hopes that SCTA will comply with the language of Article 13.1.1. Relatedly, we are initiating the "sunshining" process of the District's initial proposal for a 2019-2022 successor CBA at the upcoming Board Meeting on November 15, 2018 in order to get a jump start in negotiations and to avoid negotiating in arrears as we did last year. We would like to meet to begin negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018, and we look forward to a productive round of negotiations. To that end, our goal is to come to an agreement with SCTA that will ensure the continued improvement of outcomes for all District students while sustaining the District's fiscal solvency. We plan to approach negotiations with the following norms in mind:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in other negotiators or speakers.

The District would also like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for three to five SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. Lastly, we would also propose retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties.

Again, given your letter of November 1, 2018, we are optimistic that we can come to a mutually beneficial agreement to achieve health care plan costs savings as well as an overall agreement that will benefit students, employees, and our greater community. Please let us know whether you are available to begin these negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018.

Sincerely,



Jorge A. Aguilar
Superintendent

December 11, 2018

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

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Jorge A. Aguilar, Superintendent

December 11, 2018

BOARD OF EDUCATION

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Trustee Area 5

Rachel Halbo
Student Board Member

Sent Via Email (dfisher@saccityta.com)

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Dear Mr. Fisher:

This correspondence is in regards to the successor contract negotiations with SCTA for 2019-2022. As you are aware, the District presented its initial proposal for negotiations ("sunshine") with all of its labor partners for public hearing and to the Governing Board on November 15, 2018 as required by the Educational Employment Relations Act ("EERA"). As stated in the Executive Summary to each initial proposal, the District presented its initial proposal on that date in an effort to start the bargaining process with our respective labor partners as soon as possible and to help with the District's current budget situation. A copy of the District's sunshine for negotiations with SCTA is attached to this letter for your reference. In our November 9, 2018 letter, we offered you three potential dates for negotiations in late November and early December. To date you have not responded to the District's request to meet.

In our First Interim Report submitted to Sacramento County Office of Education ("SCOE") last week, there was recognition that aspects of strategy to address the District's budget challenges will require negotiations with our labor partners. As part of SCOE's current oversight of the District's fiscal practices and solvency, SCOE has emphasized the importance of the District beginning negotiations with our labor partners immediately and has requested that the District submit a schedule of the collective bargaining process with our labor partners by December 14, 2018.

Based on the urgency of addressing our budget challenges, we would like to commence negotiations immediately. As it remains our desire to work collaboratively to reach resolution as soon as possible while the District works on reducing our deficit spending, we would like to schedule dates to meet with your negotiations team. To that end, please inform me by December 13, 2018, of any two of the following dates that you are available to meet to begin negotiations: Tuesday, December 18th, 2018, Thursday, December 20th, 2018 and Wednesday, January 9th, 2019.

We appreciate your response by December 13, 2018 and willingness to work together with the District to commence negotiations for our successor contract.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachment

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 15, 2018
SUNSHINING OF DISTRICT'S INITIAL PROPOSAL TO THE SACRAMENTO CITY
TEACHERS ASSOCIATION (SCTA)
FOR 2019-2022 SUCCESSOR AGREEMENT**

Pursuant to Government Code section 3547, the District's and SCTA's initial bargaining proposals that relate to matters within the scope of negotiations shall be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the District's proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the reopening of particular articles of the CBA, and to allow the Board an opportunity to provide and receive comment, the District's initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District's initial proposal is also presented to the Board at this meeting for final approval and "sunshining."

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. As such, and in light of the budget difficulties currently faced by the District, the District is seeking to "sunshine" its initial proposal and commence negotiations with SCTA.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District's initial proposal for public comment, and thereafter adopts the following initial proposal for a 2019-2022 successor agreement. It is the Board's intent that the District work collaboratively with SCTA's negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

ARTICLE 5: HOURS OF EMPLOYMENT

Propose amendments, including but not limited to revising instructional minutes and day schedules

ARTICLE 6: EVALUATION

Propose amendments, including but not limited to revising evaluation tools and process.

ARTICLE 8: TRANSFERS

Propose amendments, including but not limited to, process and timelines related to the hiring process.

ARTICLE 11: SAFETY CONCERNS

Propose amendments, including but not limited to, resources and supports for employees concerning appropriate student discipline practices and interventions.

ARTICLE 12: COMPENSATION

Propose to negotiate in good faith over compensation within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 13: EMPLOYEE BENEFITS

Propose to negotiate in good faith over employee benefits within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 17: CLASS SIZE

Propose amendments, including but not limited to revising terms, involving maximum and average class sizes loads, formulas, limitations, and specialized programs.

ARTICLE 18: ORGANIZATIONAL RIGHTS

Propose amendments, including but not limited to revising terms involving the use of Association Officer leaves of absences and/or release time.

ARTICLE 21: ORGANIZATIONAL SECURITY

Propose amendments, including but not limited to revising terms involving processing agency fees to ensure compliance with legal requirements.

ARTICLE 26: DURATION

Propose amendments, including but not limited to updating the term of the successor contract.

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2019-2022 successor contract negotiations with SCTA on November 15, 2018.

Superintendent

December 21, 2018

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

December 21, 2018

BOARD OF EDUCATION

Sent Via Email (dfisher@saccityta.com)

*Jessie Ryan
President
Trustee Area 7*

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

*Darrel Woo
Vice President
Trustee Area 6*

Re: First Negotiation Session

*Michael Minnick
2nd Vice President
Trustee Area 4*

Dear Mr. Fisher:

*Lisa Murawski
Trustee Area 1*

We are in receipt of your December 13, 2018 letter responding to the District's request to commence negotiations as soon as possible based on the guidance of David Gordon, Sacramento County Superintendent of Schools, who has emphasized the importance of the District beginning negotiations with our labor partners immediately given the District's current budget situation. As stated in the Executive Summary to our initial proposal or "sunshine" that was approved by the Board on November 15, 2018, the District presented its initial proposal early and requested to start the bargaining process with our respective labor partners as soon as possible.

*Leticia Garcia
Trustee Area 2*

Based on your letter, it is clear that SCTA does not intend to begin negotiations early and will instead make its initial proposal for negotiations in February consistent with Article 25. While we appreciate SCTA's adherence to Article 25, there is nothing in that article that prevents SCTA from making its initial proposal and starting bargaining prior to February. If SCTA remains unwilling to come to the negotiations table in January, we would like to schedule negotiations dates for February so that we can begin negotiating as soon as SCTA makes its initial proposal. The District's negotiating team is currently available on February 11, 13, and 15, 2019.

*Christina Pritchett
Trustee Area 3*

The District has been directed by SCOE to submit a viable Board-approved budget and multi-year expenditure plan that will reverse the deficit spending trend. We recognize that aspects of the expenditure plan will require negotiations with our labor partners before we can finalize the plan. While we acknowledge that you have submitted ideas to address the District's budget issues, and we look forward to discussing those ideas with you on January 9, 2019, SCTA appears unwilling to begin successor contract negotiations sooner than February.

*Mai Vang
Trustee Area 5*

As we head into negotiations, we want to take an opportunity to share information with and request information from your team relative to the negotiations process. Specifically, we want to inform you that the District's team for negotiations with SCTA on 2019-20 contract negotiations will consist of the following team members:

*Rachel Halbo
Student Board Member*

- Dulcinea Grantham, Attorney/Lead Negotiator
- Raoul Bozio, In-House Counsel
- Cancy McArn, Chief HR Officer
- John Quinto, Chief Business Officer
- Cindy Nguyen, Employee Relations Director
- 2 - 4 additional administrators

Generally, negotiations involve a select reasonable number of representatives from both sides to allow for orderly, informal and frank discussion of the issues confronting negotiators. (*Petaluma Federation of Teachers Local 1881* (2016) PERB Dec. No. 2485; *Muroc Unified School District* (1978) PERB Dec. No. 80.) We note that while in the past your negotiations team has consisted of approximately 6 - 12 team members, you increased your team during the last contract negotiation to over sixty (60) "team members." This is an unreasonable number of negotiation team members and makes it very difficult to effectively accommodate and negotiate. To that end, the District would like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for a reasonable number of SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. This will allow the District and SCTA to spend more time focusing on negotiations and reaching agreements during each session.

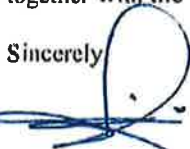
Prior to our next negotiations date (which is proposed for January 7, 2019), please identify a reasonable number of representatives who will compose your team for negotiations both on outstanding items like health plan savings, and on successor contract negotiations, so that we can ensure adequate space, seating, and copies of materials for all participants.

We plan to approach negotiations with the following norms in mind, which we believe have generally guided our approach to negotiations in past years:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in attendees other than those included on the negotiations team.

We also remain interested in retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties as proposed in our November 9, 2018 letter to SCTA.

It is our desire to work collaboratively to reach resolution to negotiations as soon as possible as the District works with SCOE on reducing its deficit spending. We appreciate your willingness to work together with the District throughout this process.

Sincerely


Jorge A. Aguilar
Superintendent

January 17, 2019

LETTER



HUMAN RESOURCE SERVICES
P.O. Box 246870 • Sacramento, CA 95824-6870
(916) 643-9050 • FAX (916) 399-2016

Jorge A. Aguilar, *Superintendent*
Cancy McArn, *Chief Human Resources Officer*

BOARD OF EDUCATION

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Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

January 17, 2019

David Fisher
President, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Re: First Negotiations Session

Dear Mr. Fisher:

We are sharing with you the correspondence the District received from SCOE on January 14, 2019, in which SCOE reiterated its request "that the district quickly identify cuts and expedite actions that could be taken on items that do not require negotiations, while planning for those items that do require negotiations." It is with this urgency regarding our budget status in mind, that the District sunshined early and has requested to initiate negotiations with your bargaining unit immediately. SCTA has made it clear that you will not agree to begin negotiations until after February 7, when you present your initial proposal to the Governing Board. Since November 2018, the District has requested to begin negotiations with you and our other labor partners. We repeated this request in letters dated December 11, 2018 and December 21, 2018. To date, you have not responded to our December 21, 2018 letter offering to begin negotiations with SCTA on February 11, 13, or 15, 2019. You also have not responded to our multiple requests to discuss negotiation norms or ground rules; negotiate for full days to allow for more in-depth discussions; use of a facilitator for negotiations; or identity of the team that will represent SCTA in negotiations. As we did in 2016, the District would like to schedule a pre-negotiations session with the SCTA to discuss these issues.

As SCOE further stated in the January 14, 2019 letter "We are therefore requesting that the district provide this office with concrete calculations on valuations of additional budget reduction items as part of a completed budget reduction plan by January 22, 2019." As such, the District will continue to work on developing specific cost savings proposals to share with you at our upcoming negotiation meetings.

Please let me know by January 21, 2019, which of the February dates offered above will work for our first negotiations session. Also please let me know by January 21, 2019 if you are available to meet on January 28, January 30, January 31, or February 1 in the Florida Conference Room for a pre-negotiations meeting. We look forward to working together to address these crucial matters.

Sincerely,

Cancy McArn
Chief Human Resources Officer

February 15, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

February 15, 2019

BOARD OF EDUCATION

Sent Via Email (dfisher@saccityta.com)

*Jessie Ryan
President
Trustee Area 7*

*Darrel Woo
Vice President
Trustee Area 6*

*Michael Minnick
2nd Vice President
Trustee Area 4*

*Lisa Murawski
Trustee Area 1*

*Leticia Garcia
Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

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

Re: Commencing Negotiation on Successor (2019-2022) Contract

Dear Mr. Fisher:

Since November 2018, the District has sent four letters to SCTA requesting to meet and begin this school year's negotiation cycle and proposing dates for the same. SCTA has not responded to the District's multiple requests to meet and negotiate, instead informing us that it had no interest in beginning negotiations before February 7, 2019, when it would submit its initial bargaining proposal to the Governing Board. At the Board meeting of February 7, 2019, the Board received SCTA's initial proposal for successor contract negotiations for 2019-22. Now that we have received your initial proposal, we assume SCTA is ready to begin negotiations of the successor contract.

We look forward to beginning this critical process and partnering with SCTA as we explore very difficult decisions needed to address our budget deficit and save our schools. As such, we offer to meet with SCTA on: February 20, 2019, 11:00 a.m.-2:30 p.m., February 22, 10:00 a.m.-12:00 p.m., February 25, at 3:00 p.m., February 26, 9:00 a.m.-1:30 p.m., February 27, at 10:00 a.m., February 28, 9:00 a.m. - 1:00 p.m., and March 1, 2019, at 1:00 p.m.

Additionally, the District has made multiple requests since November 2018 to discuss negotiation norms and ground rules; schedule full day negotiation sessions to allow for more in-depth discussions with release time for a reasonable number of team members; team composition for SCTA's bargaining team; and use of a facilitator for negotiations. On the latter, I have been briefed about the longstanding strained relationship between SCTA and the District related to negotiations, therefore, I am again requesting that we select a neutral facilitator who could help us avoid state takeover and save our schools. The District remains interested in discussing these important issues as we begin negotiations.

Please let us know by February 20, 2019, the dates that work for SCTA to begin negotiations as well as your response to the proposals above. We appreciate you providing your initial proposal and your anticipated partnership throughout this process to ensure that we can continue meeting the needs of our students.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachments

March 4, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

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*Leticia Garcia
Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

March 4, 2019

Sent Via E-mail: dfisher@saccityta.com

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

Re: Commencing Negotiations on Successor (2019-22) Contract

Dear Mr. Fisher:

Thank you for your letter dated February 20, 2019 regarding SCTA's position on commencing negotiations on a successor (2019-22) contract. The District has been asking SCTA to agree to commence bargaining on the successor contract since November 2018. We were hopeful that after SCTA presented its initial proposals for negotiations at our February 7, 2019 Board of Education Meeting, that this process would finally begin. However, your letter appears to once again delay our negotiations process.

With the threat of state takeover looming, the stakes for our students and families could not be higher. They are depending on us to come together to save our schools by beginning negotiations as soon as possible. It appears from your letter that you are not willing to begin negotiations on a successor contract unless and until the District agrees to meet with SCTA, and the SCOE fiscal advisor, to discuss SCTA's ideas for the District's budget. We believe this meeting has already occurred.

If you are ready to come to the table to negotiate with the District, we reiterate that we are available to meet on any of the following dates and times: March 11, 12, and 15, 2019, all day, and March 13, 2019, until 3 P.M. We also reiterate the requests made in our four prior letters that you provide the names of all of the members of SCTA's bargaining team for the current round of negotiations. We also request that you provide the District with SCTA's position on use of a neutral facilitator for negotiations, scheduling full day negotiations to allow us to work through more issues during each session, and selection of a neutral location for negotiations. Please let me know by March 7, 2019, which of the above dates work to begin negotiations.

For a detailed response to the various allegations in your letter, please see the attached. We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

Response to Specific Allegations

In your letter, you repeat claims that I have caused strain in the District's relationship with SCTA by backtracking on the framework agreement signed in November 2107. I disagree with your claims that I backtracked on the framework agreement reached with Mayor Steinberg in November 2017. As you know, we have implemented all of the agreements memorialized in our tentative agreement, including:

- The 7.5% salary increase for all SCTA members;
- Awarding of unlimited experience credit;
- Athletic Director Stipends

We have also attempted to implement the provisions of the framework agreement related to school calendar. We have reiterated the District's commitment to adjust the certificated employee salary schedule consistent with the District's agreement to a maximum district expenditure of 3.5%. Given SCTA's different understanding of that agreement, we requested that the Sacramento Superior Court determine whether there is a valid contract subject to arbitration. This was not a failed lawsuit. Rather, it provided the necessary guidance from the court that the issue of contract formation is appropriately considered by the arbitrator. The District looks forward to presenting its case on March 7 and 8 to the arbitrator. Typically, arbitrators allow for closing briefs that are due anywhere between thirty to forty-five days after the arbitration hearing. The arbitrator's decision then typically follows thirty to sixty days later. Thus, your speculation that had the District agreed to a January 7 arbitration hearing, the issue would have been resolved by this date is without any factual foundation.

We have agreed to the March 7 and 8 dates offered by the arbitrator and have requested that if any other March dates open up for the arbitrator he notify the parties so that we can hold an additional day if needed for the hearing. Our attorneys have also reached out to SCTA's attorney to discuss evidentiary issues and timelines for providing materials to the arbitrator in order to move the hearing process along, including agreement to start the arbitration at an early time and continue the arbitration late into the days as needed.

While I appreciate your interest in hearing from the California Education Coalition for Healthcare Reform (CECHCR) on health plan options, the District and SCTA are able to move forward with negotiations proposals without that information. We remain very interested in receiving the information from CECHCR and working with all of our labor partners to look at benefit plan options when that information is available.

Further, you claim that the District has refused to meet with SCTA to discuss your proposals that "are specifically designed to 'avoid state takeover and save our schools.'" This is not the case. As you may recall, we agreed to meet with you on January 9, 2019, but you showed up to the meeting location late after having entered into an unlocked room and set up that room without our awareness. We did receive your "10 Facts" document at that meeting and told you that we would follow up with any questions. Along with President Ryan, I attended a meeting on January 18, 2019 with SCTA, Mike Fine from FCMAT, and Mayor Steinberg during which you were provided an opportunity to share your ideas to address the District's financial challenges. After you presented your ideas/proposal and following that meeting, FCMAT provided a list of your questions to the Sacramento County Office of Education (SCOE) and their responses were sent to you on February 14, 2019. Question 6 from SCTA specifically asked for SCOE to

provide an analysis of certain SCTA suggested budget adjustments. In response, SCOE recommended against SCTA's proposal to change the District's contributions to post-employment benefits. Further, SCOE pointed out an error in SCTA's projected savings about reducing central office administrators. SCOE's analysis demonstrated that SCTA's budget ideas would not adequately address the structural fiscal deficit faced by the District.

Finally, we are working as diligently as we can - even on holidays - to save our schools from a state takeover. Nevertheless, in response to a separate request from you, we will attempt to avoid asking for future responses from SCTA on days that fall on state or federal holidays.

March 14, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

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*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

March 14, 2019

Sent Via E-mail: dfisher@saccityta.com

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

Re: Commencing Negotiations on Successor (2019-22) Contract

Dear Mr. Fisher:

Thank you for your letter dated March 11, 2019 regarding SCTA's position on commencing negotiations on a successor (2019-22) contract. The District has been asking SCTA to agree to commence bargaining on the successor contract since November 2018. We have sent over six communications making this request and have offered twenty-four (24) dates between November and March for the parties to meet and begin negotiations. We were hopeful that after SCTA presented its initial proposals for negotiations at our February 7, 2019 Board of Education Meeting, that this process would finally begin. However, your letter appears to once again delay our negotiations process.

Your letter also repeats assertions related to the District's budget, proposed budget cuts, and the 2017 Framework Agreement to which we have already responded. While we disagree with these assertions, I will not spend time again refuting them in this letter.

With the threat of state takeover looming, the stakes for our students and families could not be higher. They are depending on us to come together to save our schools by beginning negotiations as soon as possible. It appears from your letter that you are not willing to begin negotiations on a successor contract unless and until the District agrees to meet with SCTA, and the SCOE fiscal advisor, to discuss SCTA's ideas for the District's budget. We believe this meeting has already occurred and your proposals have been found to be inadvisable and/or significantly underestimating the savings to be achieved.

Earlier today, Mayor Darrell Steinberg communicated that he had secured a commitment from the California State Mediation and Conciliation Service to assign a neutral facilitator to help the District and leaders of SCTA commence negotiations. I appreciate and have accepted the Mayor's offer of assistance in this regard and hope that SCTA will do the same so that we can begin our work together. I will await word from the Mayor as to SCTA's response and the available dates of the facilitator if SCTA agrees to move forward with the Mayor's generous offer.

We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

March 20, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

March 20, 2019

Jessie Ryan
President
Trustee Area 7

Sent Via E-mail: dfisher@saccityta.com

Darrel Woo
Vice President
Trustee Area 6

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

Michael Minnick
2nd Vice President
Trustee Area 4

Re: SCTA Vote on Unfair Practice Strike

Lisa Murawski
Trustee Area 1

Dear Mr. Fisher:

Leticia Garcia
Trustee Area 2

Thank you for your March 15, 2019 letter offering to meet with the District to “cure” practices that the Sacramento City Teachers Association (SCTA) has claimed to be unfair. SCTA states that if the District meets with SCTA and cures its alleged practices, a strike can be averted. This letter addresses that offer, the announcement of the results of SCTA’s strike authorization vote, and separately reiterates the District’s interest to begin negotiations on a 2019-20 successor contract.

Christina Pritchett
Trustee Area 3

At the press conference and in your letter of March 15, 2019, SCTA listed as the basis for its strike a number of unfair practices it alleges the District has committed. The listed unfair practices along with the District’s position on each are:

Mai Vang
Trustee Area 5

1. Refusing to honor the collective bargaining agreement

Rachel Halbo
Student Board Member

As you know, we have implemented all of the agreements memorialized in our tentative agreement:

- The 7.5% salary increase for all SCTA members, including:
 - 2.5% salary increase for 2016-17;
 - 2.5% salary increase for 2017-18;
 - 2.5% salary increase for 2018-19;
- Awarding of unlimited experience credit; and
- Athletic Director Stipends.

To the extent that this assertion relates to the disagreement between the District and SCTA over the proposed salary restructure in the 2017 Framework Agreement, the arbitration hearing concluded on March 13, 2019, two days before your press conference, and a decision is pending before the arbitrator. We have reiterated the District’s commitment to adjust the certificated employee salary schedule consistent with the District’s agreement to an ongoing maximum District expenditure of 3.5% as approved

by the District's Governing Board and the Sacramento County Office of Education under AB 1200. Again, the District is, and always has been, ready to immediately implement a restructuring of the salary schedule within the agreed upon 3.5% cost cap for the entirety of the 2018-19 school year and at that same ongoing expenditure in future years. This 3.5% maximum expenditure is to primarily benefit teachers in the B and C salary columns. Therefore, we do not understand SCTA's unfair practice allegations on this topic given that this matter is pending before an arbitrator who will issue a decision in short order.

SCTA leadership also continues to insist that any and all savings from healthcare plan changes go to funding numerous new SCTA positions. However, as we have repeatedly pointed out to SCTA leadership, the District and SCTA did not achieve health plan savings by July 1, 2018 as described in Article 13.1 of the Tentative Agreement. Because no savings were achieved there are no savings to discuss, but we remain very interested in working with SCTA through the negotiations process to look at benefit plan options and ways to achieve savings.

2. Refusing to meet at reasonable times and places with SCTA and attempting to dictate who the teachers have representing them

As evidenced by seven (7) separate communications offering SCTA leadership twenty-four (24) dates in a four (4) month period, SCTA leadership has not agreed to begin negotiations. In those letters, the District has requested that we should meet to discuss protocols for negotiations, including team composition, scheduling negotiations, and use of a facilitator for negotiations. The District has encouraged that both parties look at these issues in order to ensure efficient and effective negotiations.

3. Making unilateral and unlawful changes to the wages and working conditions of teachers without bargaining

To the extent that this allegation references the District's attempt to implement much needed programs and/or assessments for our students, there have not been any unlawful actions on the part of the District. Rather, the District has for nearly a year endeavored to meet and reach agreement with SCTA on any negotiable aspects of a number of programs that would further our vision of equity, access, and social justice for our students. These include stipends for elementary coaches to offer approximately 20,000 students the opportunity to play organized flag football, basketball, and running, district-wide assessments to monitor student learning, inform English Learner reclassification, GATE identification, and mathematics placement and professional learning on the District's framework for continuous improvement (hyperlink).

4. Failing to send District representatives to the bargaining table who have authority to negotiate on behalf of the District

It is unclear as to what this assertion relates since SCTA leadership has refused the District's repeated offers to begin negotiations for a successor contract and, therefore, we are not currently bargaining.

5. And others

We ask that SCTA leadership provide more specific claims regarding unfair practices as a means to support a strike. We feel that voting to authorize an unlawful practices strike is not appropriate given the severity of the challenges we face and the need to start negotiations with SCTA.

SCTA leadership is well aware of the avenues available to it to pursue alleged claims and, in fact, SCTA leadership has availed itself of those avenues in the past by filing grievances and claims with the Public Employment Relations Board. It appears that SCTA leadership, rather than allowing the legal processes it has initiated to run their course, is now stating it cannot wait and must instead strike.

The District objects to SCTA's claim that the District has committed any unfair practices or that any of the District's practices warrant the extreme action of a strike. PERB has held that strikes are only permitted in very narrow circumstances. Unfair practice strikes are permitted only when the union can show "...a causal connection between the employer's action and the strike." (*Sacramento City Unified School District* (1987) PERB Dec. No. IR-49, 11 PERC ¶ 18053; *Rio Hondo Community College District* (1983) PERB Dec. No. 292E.) Our position is that SCTA cannot meet the established threshold to justify an unfair practice strike.

Further, in order to ensure the safety and education of students, public employee unions are required give sufficient notice to a public school employer prior to engaging in *any* strike, including an unfair practice strike. Failing to provide such notice constitutes an unlawful pressure tactic in breach of the union's duty to negotiate in good faith and is therefore a violation of the Educational Employment Relations Act ("EERA"). (*San Ramon Valley Unified School District v. San Ramon Valley Education Association, CTA/NEA* (1984) PERB Order No. IR-46; Gov. Code § 3543.6(c).) While we maintain that SCTA cannot lawfully strike, in the event that SCTA chooses to take that unfortunate course, we ask that it provide sufficient notice to the District in advance of any work stoppage so that the District can prepare students, parents, and staff.

Meeting Concerning Discussing Remedies to The District's Alleged Unlawful Practices

The District is disappointed that SCTA leadership is focused on strike preparations while the District has been, and continues to be, committed to working with SCTA leadership. You have offered to meet with the District to give the opportunity for the District to cure its alleged unfair practices.

While the District strongly disagrees that it has committed any unfair practices, we will accept your offer to meet to discuss "*remedies to the District's unlawful actions.*" The District will bring to this meeting those representatives who are able to address questions related to each of your claims. We also would like to accept the offer of Sacramento Mayor Darrell Steinberg and County Supervisor Phil Serna to facilitate this meeting and will communicate this desire to them. The District team will make itself available to meet at a location that Mayor Steinberg or County Supervisor Serna might designate on a mutually convenient date.

Commencing Negotiations

Separate from your meeting request to discuss “*remedies to the District’s unlawful actions*” we once again request that SCTA leadership agree to meet with District representatives to begin the negotiations process for a new successor contract. Earlier, Loretta van der Pol, Chief Mediator for the State Mediation and Conciliation Services (SMCS), offered to facilitate negotiations between the District and SCTA and we hope that SCTA leadership would agree to working with the SMCS. We believe that given the strained relationship between SCTA and the District, using a facilitator for negotiations will allow for productive discussions focused on our joint efforts to save our schools. The State Mediation and Conciliation Service was established in 1947 to prevent labor disputes and promote sound union-management relationships. The mediators working for SMCS have tremendous experience in tackling the most difficult labor issues with employers and employee groups. Given the urgency of the situation, it is my hope that SCTA leaders will be willing to work through a SMCS neutral facilitator on mutually convenient dates offered by SMCS to have discussions that are focused on saving our schools from a takeover.

We believe that our fiscal challenges require collaboration and creativity. We look forward to meeting with SCTA leadership to discuss concerns you have about District practices. And separately, we look forward to beginning negotiations as we continue to focus on constructive solutions that will save our schools and move in the direction of equity, access, and social justice for all of our students.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jorge A. Aguilar". The signature is stylized with a large loop at the end.

Jorge A. Aguilar
Superintendent

March 23, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

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Trustee Area 2

Christina Pritchett
Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

March 23, 2019

Sent Via E-Mail: jborsos@cta.org

John Borsos
Executive Director, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Meeting with SCTA to Discuss Alleged Unfair Practices and Commencing
Successor Contract Negotiations

Dear Mr. Borsos:

This letter follows my March 20, 2019 letter addressed to SCTA President, David Fisher, because it appears that President Fisher may not have made you aware of our response to SCTA's letter to the District from March 15, 2019 based on the attached SCTA Messenger. Specifically, your Messenger to SCTA members sent late in the day on March 22, 2019 is titled "Still No District Response to SCTA Offer to Meet." My letter to SCTA President Fisher was sent on March 20, 2019 and directly responded to the offer to meet and discuss alleged unfair practices. That same letter also served as our eighth request to begin successor contract negotiations. Again, I am sending this letter to you as SCTA Executive Director to avoid any further confusion about our timely response to SCTA.

In my March 20, 2019 letter, I responded to your request to meet to discuss remedies to the District's alleged unfair practice charges by agreeing to a meeting with SCTA with Sacramento Mayor Darrell Steinberg and/or County Supervisor Phil Serna facilitating this meeting. Supervisor Serna has confirmed his willingness and commitment to facilitate this meeting on a mutually convenient date and time. My letter also attempted to better understand the topics that SCTA would like to discuss at the meeting because President Fisher's letter did not list the topics; rather, the District learned of them through another SCTA Messenger and comments made by President Fisher to the media on Friday, March 15, 2019.

While the District disagrees that it has committed any unfair practices, we remain hopeful that a meeting with SCTA and Supervisor Serna or other facilitator will allow for productive discussions and avert a strike that would be devastating for our students, families, employees, and community. A strike would have very negative consequences on all students, but in particular, students from disadvantaged and underserved families.

These students would be hurt most by a strike as they depend on our schools to remain open to meet their basic needs including safety during the day, receiving nutritious meals, mental health services and other supports. I have a strong passion for serving our students and an obligation as Superintendent to ensure their needs are met. Understanding the obligation to our students, I will continue to engage with and respond to SCTA's requests and ask that you please do the same in return.

Our March 20, 2019 letter stated that separate from your meeting request to discuss "remedies to the District's unlawful actions" the District is again requesting that SCTA leadership agree to begin the negotiations process for a new successor contract. Our letter indicated that the District remains willing to use the services of the State Mediation and Conciliation Services (SMCS) to facilitate negotiations between the District and SCTA. We believe that given the strained relationship between SCTA leadership and the District, using a facilitator for negotiations will allow for productive discussions focused on our joint efforts to save our schools.

The District remains deeply concerned that SCTA leadership continues to refuse to begin bargaining on a successor contract. We again urge you to agree to meet with the District, with the assistance of a facilitator from SMCS, so that we can begin the bargaining process as we have with our other four bargaining partners.

As I stated in my prior letter, we believe that our fiscal challenges require collaboration and creativity. We look forward to meeting with SCTA leadership to discuss concerns you have about District practices with Supervisor Serna or another facilitator. Separately, we look forward to beginning negotiations with the assistance of the State Mediation and Conciliation Service as we continue to focus on constructive solutions that will save our schools and move in the direction of equity, access, and social justice for all of our students.

Sincerely,



Jorge A. Aguilar
Superintendent

Attachment (email sent to D. Fisher on March 20, 2019)

cc: David Fisher

April 2, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

April 2, 2019

Jessie Ryan
President
Trustee Area 7

Sent Via E-mail: (dfisher@saccityta.com, nmilevsky@saccityta.com, jborsos@cta.org)

Darrel Woo
Vice President
Trustee Area 6

David Fisher, President
Nikki Milevsky, First Vice President
John Borsos, Executive Director
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Michael Minnick
2nd Vice President
Trustee Area 4

Lisa Murawski
Trustee Area 1

Re: District Response to SCTA March 29, 2019 Letter and Agreement to Continue Discussions with SCTA to Avert a Strike

Leticia Garcia
Trustee Area 2

Dear Mr. Fisher, Ms. Milevsky, and Mr. Borsos:

Christina Pritchett
Trustee Area 3

Thank you for your letter of March 29, 2019 following up on our discussions during the confidential mediation session to address District practices with a facilitator from the State Mediation and Conciliation Service on March 28, 2019. I appreciate SCTA leaders taking the time to meet with District representatives to discuss concerns about the District's practices and we are encouraged that you are open to continuing these critical discussions in order to avoid a strike and a state takeover.

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

Your March 29, 2019 letter outlines the terms of your proposed "Interim Agreement" that SCTA believes are necessary to avoid a strike. As I have stated repeatedly, a strike would be devastating to our students, parents, employees, and our community. I am committed to doing what I can to avoid a strike that would hurt our students the most. However, in my efforts to avoid a strike, I also cannot risk sacrificing the District's immediate or long-term fiscal health as this would also hurt our students today and for many years into the future. My commitment to fixing our financial challenges is largely driven by the fact that our District serves the neediest students in the Sacramento Region. As such, the Board of Education and I are committed to working with SCTA and our other four labor partners to transform Sacramento City Unified School District into a high-poverty, high-performing district similar to districts such as Long Beach and Sanger Unified School Districts.

I am also convinced that the solutions to our problems lay within thoughtful and collaborative dialogue that explores the interests of everyone, most importantly our students. Your letter proposes three terms for an interim agreement between SCTA and the District. I respond to each of these terms and offer the District's own terms below.

Avoiding Insolvency

First, the District certainly agrees to work with SCTA to avoid fiscal insolvency. These discussions started in January and continued last week and we look forward to further discussions. To that end, I am prepared to review the District's multi-year budget projections, address any questions that exist about those projections, discuss areas that may be available for savings, and evaluate whether there are any ideas proposed by SCTA that could be implemented. We will then work with the Sacramento County Office of Education (SCOE) to review and analyze those proposals since the role of the SCOE fiscal advisor does not include mediations and/or negotiations. We have already taken seriously the ideas previously suggested by SCTA leadership related to reduction in the costs of administrators and, scrutiny and reduction of District expenses, both of which were part of the Save Our Schools Resolution adopted by the Board on March 7, 2019. We believe there are many ideas that can and must be considered as we continue to work toward resolving our budget crisis. We suggest that such discussions be scheduled for the week of April 8, 2019 and be conducted with the assistance of Mr. Joseph Rios from the State Mediation and Conciliation Service.

SCTA allegations of District "unfair practices"

Moreover, the District also agrees to your request to commence discussions with SCTA leadership also facilitated by Mr. Rios to address SCTA's concerns with identified District practices that you feel are unfair. We hope that these discussions will include areas that the District has requested to discuss with SCTA leadership since at least spring 2018, including any negotiable impacts of the District's proposals to SCTA leaders about student assessments, use of continuous improvement, elementary athletic programs, and the 2020-21 school calendar. We believe these items are critical to our shared interest in improving services to our students and becoming a high-poverty, high-performing urban school district. We suggest that these discussions begin as soon as possible and that we schedule meetings prior to spring break.

Health Plan Savings

Finally, you ask that the District honor the signed agreement on health plan savings. As you know, as part of the 2017 Tentative Agreement between the District and SCTA, teachers received a 7.5% salary increase which totals approximately \$17 million of ongoing costs to our budget (2.5% salary increases for each of the 2016-17, 2017-18, and 2018-19 school years). This 7.5% salary increase has already been implemented as well as additional elements, including:

- Credit all employees with their full years of experience on the salary schedule;
- Increased stipend amounts for Athletic Directors, Induction Support Providers, and those holding a doctorate degree;
- Addition of two school psychologist positions;
- Hired additional preparation teachers to support Special Day Class special education teachers;

- Established consistent maximum caseloads for special education teachers; and
- Additional professional development sessions for teachers participating in co-teaching or inclusive practices settings.

Moreover, in order to avert the strike threatened by SCTA in 2017, we agreed to a salary restructure beginning with the 2018-19 school year with a maximum cost to the District of 3.5%. This amounts to approximately \$7 - \$8 million per year toward salary increases to primarily benefit teachers in the B and C columns. As you know, we disagree with SCTA over the interpretation of that provision and are waiting for an arbitrator to decide the issue. The District and Board of Education has and remains committed to providing for a salary restructure that does not exceed the District's budgeted 3.5% cost for 2018-19 and have repeatedly stated this.

I agree that health plan savings are an essential part of saving our schools and ensuring that we redirect dollars back into the classroom rather than continue to have only nine cents (\$.09) of every dollar go to our students and programs while the remaining ninety-one cents (\$.91) is spent on employee benefits and salary. Four of our labor partners have begun negotiations with the District and are discussing ideas around achieving health plan savings. We have offered SCTA leadership over twenty-four dates to come to the bargaining table to begin these important discussions and to date you have not agreed to meet to begin successor contract negotiations.

With respect to the District "honoring" the signed written agreement regarding health plan savings, we have been seeking to work with you to honor the agreement as we understand it. As you know, that agreement required SCTA leaders and the District to meet and "to effectuate on or before July 1, 2018 changes to the health plan" in order for those savings to be returned to the SCTA bargaining unit. Plan changes by July 1, 2018 would have allowed the District to realize significant cost savings estimated at approximately \$11-\$16 million dollars during the 2018-19 school year. However, no plan changes occurred by July 1, 2018. This inaction on health savings has only resulted in the hastening of the District's financial decline and inability to remain fiscally solvent for our students and families.

At this point in the time, we need to negotiate health cost savings going forward into the 2019-2022 collective bargaining agreement. With the clock ticking to submit a balanced budget proposal that would avoid state takeover, we are again on the brink of losing the opportunity to implement health plan changes prior to the July 1 anniversary date. This is due in part to SCTA leaders' March 29, 2019 email to the California Education Coalition for Health Care Reform (CECHCR) indicating that you would not meet with CECHCR representatives to review plan options that could achieve savings to our District. This means that significant savings will once again go unrealized for the 2019-20 school year and that more catastrophic cuts may be necessary to avoid state takeover.

The District is committed to working with SCTA to discuss health plan savings through plan changes and/or other means as well as effectuating such changes to maximize the savings and resources that can be used to improve student services, while ensuring that we can also save our

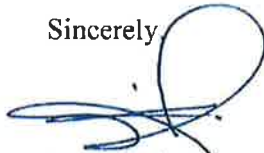
schools from a state takeover. A state takeover will be devastating to our students and community and we must do everything to avoid it. The consequences of a state takeover include:

- Paying interest on a state loan(s) for decades. For example, Oakland Unified School District has already lost over \$53 million in principal and interest payments through July 2013 and is expected to fully pay back a \$100 million loan until 2024; the loan was issued in 2003;
- Local control would be lost as the District would have to turn over all its authority to an outside administrator appointed by the Sacramento County Office of Education, not the State Superintendent of Public Instruction;
- Student programs that are not required by law are likely to be significantly reduced if the District receives a state loan because the unrestricted dollars that flow into the District will be re-directed to pay off the state loan and interest.

We again request that SCTA leaders meet with the District to begin contract negotiations on or before April 12, 2019 in order to work toward submitting a balanced budget to the Sacramento County Office of Education at our June 20, 2019 Board of Education meeting. Our fiscal crisis requires us to continue to look at every option available to save our schools. While I understand that the relationship between the District and SCTA is fractured, our students deserve an earnest commitment from both parties to diligently work together.

Please tell the SCTA representative council that I fully intend to work with you and Mr. Rios with the goal of rebuilding our relationship and developing and collaborating on workable solutions to address our fiscal crisis, avoid a takeover, and most important, give our students every educational opportunity that they need and deserve. Let us work together to ensure that adult problems do not continue to be our students' problems.

Sincerely



Jorge A. Aguilar
Superintendent

April 6, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

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April 6, 2019

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*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

David Fisher, President
Nikki Milevsky, First Vice President
John Borsos, Executive Director
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: District Response to SCTA Letter and Agreement to Continue Discussions
with SCTA to Avert a Strike

Dear Mr. Fisher, Ms. Milevsky, and Mr. Borsos:

Thank you for [your letter of April 4, 2019](#) following up on the [District's April 2, 2019 letter](#) offering to continue discussions with SCTA leaders to avert a strike. We agree with SCTA leaders that a "fiscal summit" is a necessary and important step in overcoming our disagreements and to begin restoring trust between SCTA leaders and the District. While we asked that the April 2, 2019 letter be shared with the SCTA Executive Council prior to making the decision to select a strike date and then read that this did not occur, we would nonetheless like to discuss its content.

As stated in our April 2, 2019 letter, we remain committed to continuing discussions on the District's budget as well as the District's practices with SCTA leaders in an effort to avoid a strike. To that end, we would like to ask if you would be willing to revisit our offer to meet with SCTA representatives on April 8, 2019, along with a mediator from the State Mediation and Conciliation Service and appropriate District staff, to review the District's budget projections, address any questions that exist, discuss any areas that may be available for savings, and evaluate whether there are any ideas proposed by SCTA leaders that could be, but have not yet, been implemented.

I acknowledge that in an effort to avoid a strike in 2017, the District and SCTA leaders crafted a handwritten "framework agreement" that was less than clear and has resulted in disagreements over interpretation of key provisions related to salary and health benefits. I learned from that experience that hastily crafted agreements to avert labor actions do not allow for our best thinking on how to serve our students. This is why, while we are again on the verge of a strike by SCTA, our community cannot afford and I will not rush into, any take-it-or-leave-it proposals that are not subject to meaningful discussion and developed through collaboration with SCTA leaders. I have asked, and will continue to ask, that SCTA leaders agree to meet with the District to continue important discussions about our budget, understandings of prior agreements, and how we will step back from

this precipice and move our District forward in a way that benefits all stakeholders, most importantly our students.

I think we can agree that health benefits savings can and must be realized, and soon. Our Labor Management Consortium partners met with representatives from the California Education Coalition for Health Care Reform (CECHCR) yesterday to review plan options that could achieve savings to our District. This is an area where we have a mutual interest in working together, so while SCTA leaders did not accept our invitation to attend yesterday's meeting, we would like to work with you to identify future dates where SCTA leaders can participate. While we did not achieve health benefits savings through plan changes for the 2018-19 school year, we remain hopeful we can work together to do so for the 2019-20 school year.

As you know, we have a very short window of time in which to complete these discussions with CECHCR and implement health benefit plan changes prior to the July 1, 2019 anniversary date for benefits set forth in the SCTA collective bargaining agreement. If we miss this window again, significant savings will go unrealized once again for the 2019-20 school year. I hope that we can agree that the status quo would only benefit health insurance companies, and not our students. We would like SCTA leaders to meet with representatives from CECHCR and the District so that we can achieve health plan savings and begin the important discussions of how those savings can be used to serve our students.

We also remain committed to working together with SCTA leaders to discuss options for resolving the salary restructure grievance. We believe there are many ideas that can and must be considered as we continue to work toward resolving our budget crisis and give our students the educational opportunities they deserve. We are also committed to continuing our discussions that we began on March 28, 2019 regarding the District's practices.

While I understand that the relationship between the District and SCTA leaders is fractured, we are committed to improving how we work with each other to meet the needs of our students. We teach our students every day to be problem solvers. As educators, we need to do the same. This is a problem we can and must solve. We can and must avoid state takeover. But it will take collaboration, conversation, and creativity by all of us. Please let us know if you agree to meet with the District through the State Mediation and Conciliation Service next week so we can work together to avoid a strike.

Sincerely,

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

Jorge A. Aguilar
Superintendent

April 17, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

April 17, 2019

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*Leticia Garcia
Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

Sent via Email to: dfisher@saccityta.com

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

Re: Looking Forward: Continued Discussions Between SCUSD and SCTA

Dear Mr. Fisher:

Thank you for your April 12th letter requesting to resume our facilitated discussions with Mediator Joe Rios from the California State Mediation and Conciliation Services. As expressed by both District Governing Board President Jessie Ryan and me on April 11, 2019, the District remains committed to continuing discussions with SCTA leaders about the District's practices, as well as beginning negotiations on the 2019-20 successor collective bargaining agreement.

In terms of continuing our work with Mr. Rios, I understand that he is out of the office this week. Thus, we have not been able to confirm his availability to work with the District and SCTA leaders on the April 22 or 23 dates you proposed in your letter. I suggest we attempt to schedule a pre-mediation call with Mr. Rios on either of these dates to check his willingness and availability to continue to assist us in these discussions. This would also allow us to discuss the process for the mediation to ensure that both sides have a common understanding of the mediation procedures that Mr. Rios intends to use. Finally, we appreciate your willingness to hold the next mediation session at the District office and we will plan to include that as part of the discussion with Mr. Rios.

As we have stated previously, it is critically important that we begin successor contract negotiations so that we can move forward to discuss the areas that were sunshined by both the District and SCTA. Also, as you know, the window for the District and SCTA to consider and reach agreement on making changes to health benefit providers is very narrow and will soon close for the upcoming school year. This means that for a second year in a row potential savings would go unrealized with HealthNet reaping the benefit. We again urge SCTA leaders to set up a time to meet with representatives from CECHCR and the District to review the health plan offerings that CECHCR received from providers so that we can work together to determine if changing the current health plans provided to SCTA unit members is feasible.

Separately, I would like to have a personal conversation with you to discuss how we as leaders of each of our respective organizations – you as SCTA president and me as superintendent, rebuild trust with one another. This would be a conversation separate from the issues related to budget and negotiations. We look forward to hearing from you.

Sincerely,

Jorge A. Aguilar
Superintendent

April 23, 2019

LETTER



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

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Trustee Area 2

Christina Pritchett
Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

April 23, 2019

Sent via email to dfisher@saccityta.com

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

RE: Interim Agreement Proposal

Dear Mr. Fisher:

As I indicated in my letter sent to you yesterday, the fiscal crisis we are facing calls for us to work together to resolve our differences. It is crucial that the District and SCTA leadership come together and find a resolution because the consequences of a state takeover would be devastating to our students, staff, families and community. Because our past two mediation sessions have not led to progress in resolving our differences, we would like to articulate in writing a proposal for SCTA's consideration. We believe this new approach can provide a path forward to begin resolving our differences.

Our attached proposal to SCTA includes three elements:

- 1) A fiscal summit to provide a forum for the District to share budget information with SCTA and respond to any questions that SCTA leaders pose;
- 2) A proposal to resolve our differences on health benefits; and
- 3) A commitment to identify and work toward resolution of alleged SCTA and District unlawful practices.

Again, it is my sincerest hope that in providing these documents we can move discussions forward in order to do the hard work that is necessary to save our schools from state takeover.

I would like to once again request that we meet and have a personal conversation to discuss how we as leaders of each of our respective organizations – you as SCTA president and me as superintendent, rebuild trust with one another. I understand that before agreeing to meet you want affirmation of a “willingness to abide by the contract” and “willingness to abide by California labor law”. As I stated previously, we believe that we have abided by the contract and California law just as much as you believe that we have not – we simply have different interpretations of the contract language at issue. I am simply asking for a one-on-one meeting to help break the gridlock and allow us to move forward and do the critical work our students need.

Please let me whether you agree with the attached proposal as well as your availability to meet as leaders of our respective organizations to discuss how we can put our differences aside in the interest of our students.

Sincerely,

Jorge A. Aguilar
Superintendent

APRIL 23, 2019 INTERIM AGREEMENT PROPOSAL
Sacramento City Unified School District to Sacramento City Teachers Association

Below is the District's proposed Interim Agreement to the Sacramento City Teachers Association (SCTA) made in an attempt to resolve our differences. The term of this Interim Agreement is from April 23, 2019 through June 30, 2019. This proposed Interim Agreement was developed with the following principle in mind: *the District and SCTA must work together to ensure the fiscal solvency of the District and that our students are afforded every educational opportunity possible.*

Fiscal Summit

To ensure that no option to fix our budget challenges has been overlooked, the District proposes a fiscal summit with SCTA based on the following term:

The District and SCTA will meet as soon as possible at the Serna Center with representatives from SCTA, the District, and District and SCTA selected fiscal experts to review the District's budget and SCTA's ideas for addressing the District budget issues with a goal of reaching general consensus on the state of the District's budget deficit and exploring ideas for cost savings that are viable and have not yet been implemented by the District, including those proposed by SCTA.

Health and Welfare Benefits

The District and SCTA previously agreed to the following term in December 2017 related to health and welfare benefits:

The District and SCTA agree to negotiate in good faith to effectuate on or before July 1, 2018 changes to the health plan consistent with this section.... The parties agree that any savings that result from making changes to the health plans or in the reduction of health plan costs will be applied to the certificated bargaining unit. The parties will negotiate how to apply to the bargaining unit any such savings achieved by the District.

The District and SCTA did not effectuate changes to health plans for 2018-2019. In an effort to resolve an area of disagreement between the District and SCTA, the following is proposed:

The District and SCTA will meet as soon as possible with the California Education Coalition for Health Care Reform (CECHCR) representatives to review options for health plan changes. If plan changes are negotiated and effectuated prior to July 1, 2019 for the 2019-20 fiscal year and savings result from that change the District and SCTA agree to meet to discuss how those savings can be used.

Unfair Practices

The District and SCTA agree to submit to one another a list of the unfair practices alleged to have been committed by both the District and SCTA by April 30, 2019 so that each party can consider the status and possible resolution of each alleged unfair practice.