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June 17, 2021

Via E-Mail: dfisher@saccityta.com

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

Re: Successor Contract Negotiations

Dear Mr. Fisher,

This letter follows the recent negotiations meeting between the District and the Sacramento City Teachers Association (“SCTA”) on June 8, 2021, as well as our receipt of [your letter of today](#) concerning successor contract negotiations and reopening of schools in the fall.

During that June 8, 2021 meeting, SCTA presented proposals to the District on Articles [4](#), [5](#), [7](#) and [17](#). SCTA also presented a document to the District titled [“Back to School Better: SCTA’s Framework for Fully Reopening Schools in 2021.”](#) The District has not received from SCTA responses to the District’s proposals on [Ground Rules for Negotiations](#) or Articles [5](#), [6](#), [8](#), [18](#) or [21](#), which were passed between August and December 2019. Similarly, SCTA’s proposals on Articles [11](#), [12](#), [13](#) and [17](#) did not address any of the District’s proposed changes to those articles.

At the June 8, 2021 negotiations session, SCTA’s lead negotiator, John Borsos, dismissed the fact that the District previously passed proposals to SCTA claiming those proposals were passed electronically and that SCTA does not bargain electronically. As you are aware, in addition to passing the District’s proposals between August and December 2019, the District presented the proposals to SCTA during an in-person bargaining session held on March 3, 2020. At the same session, Mr. Borsos again questioned whether the District had authority to make and pass its proposals because neither I, nor a representative from the Sacramento County Office of Education (“SCOE”), attends negotiation sessions. As you may recall, the District had to pass its proposals electronically because SCTA refused to come to the table to negotiate with the District, despite repeated requests. In fact, the [Public Employment Relations Board \(“PERB”\) recently found that SCTA committed multiple unfair practices](#) by refusing to bargain in good faith with the District and that SCTA’s “conduct unreasonably delayed negotiations and thwarted the possibility of reaching agreement.” Further, by letters dated [March 5, 2020](#) and [March 24, 2020](#), I have addressed SCTA’s claims that a SCOE representative should attend negotiations and made it clear that a SCOE representative is not required to be part of the District’s negotiations team. SCTA’s continued efforts during negotiations sessions to question the authority of the District’s bargaining team and ignore proposals passed by the District over eighteen (18) months ago is further bad faith by SCTA’s leaders.

Furthermore, your letter today states that “[o]ur recent negotiations have been impeded by an absence of decision-makers on the District’s bargaining team, and the reports to the board from District staff regarding negotiations have been misleading and inaccurate and do not reflect the actual discussion that has occurred at the bargaining table.” First, this allegation regarding misleading and inaccurate board reports is extremely vague and SCTA has always had the opportunity to provide public comment to share its point of view and rectify any asserted inaccuracies. Moreover, the assertion that the District’s bargaining team lacks authority is patently inaccurate and belied by the fact that the District’s team has reached multiple agreements with SCTA over just the last few months. For example, SCTA apparently believed that the District team had sufficient authority when it reached an agreement with SCTA on numerous matters, including a [Reopening In-Person MOU](#), a [Special Education \(SPED\) Assessment MOU](#), [Amendments to the SPED MOU](#), an [Athletics MOU](#), and a [Summer School MOU](#). As a reminder, the PERB decision upholding the District’s Unfair Practice Charge against SCTA confirmed that “each party has unilateral control over whom it will designate [sic] as its representatives.”

Now that the District has received all of the proposals SCTA currently intends to present, we are in the process of costing such proposals (including Compensation and Article 17 Class Sizes) and preparing responses to each. The District also expects that rather than ignore the proposals that the District has passed during negotiations, SCTA will review those proposals and provide a response to the District’s proposals on [Ground Rules](#), Article [5](#), [6](#), [8](#), [18](#) and [21](#). Because SCTA has passed proposals on Articles 11, 12 and 13 that do not address most of the District’s proposed changes to those articles, we assume that SCTA has specifically rejected the District’s proposals on these three articles. If this is incorrect, please let us know. Consistent with the above, the District would like to meet with SCTA to initially discuss the non-economic proposals next week, on either June 23 or 25. Thereafter, the District is agreeable to meeting with SCTA on the remaining articles that the District is costing during the weeks offered by SCTA in July and August.

We would also propose that we begin with a discussion around the negotiable effects that SCTA can identify concerning fall reopening. Mr. Borsos previously stated by [email of June 2](#), regarding fall reopening that “the “negotiable effects” of issues related to reopening concern any and all proposed changes to the wages and working conditions of those employees represented by SCTA.” As you are aware, the District has not made any proposals related to fall reopening that would change the wages and working conditions of SCTA members. Again, we are requesting that prior to our next negotiation session you inform us of what aspects of returning our students to regular in-person learning in the fall impacts SCTA members in order to be negotiable.

Incidentally, we also note that your June 8, 2021 framework, “Back to School Better,” contains suggestions around the recruitment and retention of classified staff. The District’s negotiations team will not engage in discussions with SCTA around proposals or suggestions that are not mandatory subjects of bargaining with SCTA or that fall outside the scope of SCTA’s representation of its unit members. As a reminder in footnote 45 of the PERB decision, PERB found SCTA’s conditioning successor contract negotiations on rescission of layoffs of classified staff unlawful, specifically finding that such “clearly concerns a non-mandatory subject of

bargaining, as it is undisputed that the Association does not represent the District's classified staff."

Finally, I understand from the District's negotiations team that Mr. Borsos made an inaccurate statement during the June 8 negotiations session related to the decision in the grievance arbitration involving SCTA's grievance over split classes. Specifically, I was informed by the District's negotiations team that, in sharing the rationale for SCTA's proposal to the District on Article 7 - Assignments, Mr. Borsos stated that the arbitrator ruled in favor of SCTA in that case and that SCTA's proposal was an attempt to clarify the language because of the arbitrator's interpretation of the language. [The arbitrator did not uphold SCTA's grievance on split classes](#). Rather, the arbitrator rejected SCTA's position that Article 7.4 of the Collective Bargaining Agreement required the District to assign additional teachers to avoid split classes in all instances. Rather, he held that Article 7.4 requires the District to use its process described through testimony and assign additional teachers when the District's process determines it would be arbitrary to not do so.

The District looks forward to working in good faith with SCTA through successor contract negotiations so that we can increase the opportunities for our students as they return to school for the 2021-2022 school year and recover from the impact that COVID-19 has had on their educational progress and social and emotional well-being.

Sincerely,



Jorge A. Aguilar
Superintendent