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April 4, 2020

Sent via email to JBorsos@cta.org

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

RE: Response to April 3 Email Concerning Distance Learning

Dear Mr. Borsos:

Thank you for your email from 9:20 p.m. last night sent to the District's Lead Negotiator. Your email, like the SCTA Messenger that you put out to your members on April 3, 2020, contains a number of inaccurate statements, so this email serves to correct those.

I want to reiterate what the District's Chief Academic Officer, Christine Baeta consistently states: we work for our students. During this global pandemic, our focus is to ensure that we develop and implement a distance learning plan that meets the social and emotional and academic needs of all of our students. It is critical that we remember not all of our families are able to compensate for the impacts on student learning during our school closures. The most vulnerable students have the most to lose with any delays to launching a distance learning plan. Our hope is that this health crisis will end soon. The work we put in today to ensure that high quality instruction is taught to our students will set the foundation for us to continue meeting the needs of our students when they come back to school.

Contrary to what you wrote in your messenger, at no point did the District's negotiations team indicate that if you simply removed the paragraphs that posed the greatest concerns would the District accept the remaining terms of your proposal as written. Rather, as was clearly stated in the email from the District's legal counsel Raoul Bozio at 4:55 p.m. and then in a subsequent email from the District's Lead Negotiator at 7:12 p.m., your proposal contained a number of terms that were not acceptable to the District. To remind you of these exchanges, the emails from Mr. Bozio and Ms. Manwiller are set forth below:

[Email from Raoul Bozio to John Borsos sent April 3, 2020 at 4:55 p.m.:](#)

John,

Thank you for the brief discussion today about the District's counter to your proposal on MOU #3. In case you hadn't had a chance to review it thoroughly yet, our counter

*proposal was based on your proposal and identified those terms of your proposal that are or are not acceptable to the District. You asked that before we meet again today at 5:00 p.m. we identify those specific provisions of your April 2, 2020 proposal that are not acceptable to the District. Those are Paragraphs 5, 7, and 22. **In our counter proposal, the District offered revisions to paragraphs where we could not agree to your terms as written. Please review our proposed revisions carefully so that we may discuss those when we resume. In addition, we have attached some proposed language to address your concerns about student learning expectations and a revision to our paragraph 3 regarding additional learning platforms.***

Our team will be on the line at 5:00 p.m. tonight to resume our discussions.

(Emphasis added.)

Email from Lead Negotiator Pam Manwiller to John Borsos sent April 3, 2020 at 7:12 p.m.:

John,

Thank you for your counter proposal sent 6:29 p.m. tonight. It appears you may have misunderstood our email to you, particularly because you quote only a portion of it on your most recent proposal to us. As a reminder, the email from Mr. Bozio to you read, in full, as follows:

John,

Thank you for the brief discussion today about the District's counter to your proposal on MOU #3. In case you hadn't had a chance to review it thoroughly yet, our counter proposal was based on your proposal and identified those terms of your proposal that are or are not acceptable to the District. You asked that before we meet again today at 5:00 p.m. we identify those specific provisions of your April 2, 2020 proposal that are not acceptable to the District. Those are Paragraphs 5, 7, and 22. In our counter proposal, the District offered revisions to paragraphs where we could not agree to your terms as written. Please review our proposed revisions carefully so that we may discuss those when we resume. In addition, we have attached some proposed language to address your concerns about student learning expectations and a revision to our paragraph 3 regarding additional learning platforms.

Our team will be on the line at 5:00 p.m. tonight to resume our discussions.

Your 6:29 p.m. counter proposal seems to assume that in removing paragraphs 5, 7, and 22 that SCTA's agreement would be acceptable to the District. However, that ignores the remaining sentences in Mr. Bozio's email. Thus, our [proposal](#) remains the same as provided to you at 1:48 p.m. with the [addendum](#) sent to you at 4:55 p.m. Please let us know when we can expect a counter proposal from you.

Thank you, Pam

Perhaps in an effort to support your refusal to review and consider the District's counter proposal to SCTA, you chose to select one sentence from these emails and ignore the others. You further quote Mr. Bozio incompletely in your message to your members, again perhaps in an attempt to mislead them and cast the District's actions in a negative light. You spend much time negotiation sessions accusing the District of not being a good partner to SCTA and backtracking on promises. Your actions related to the District's counter proposal and attempts to misinterpret the District's very clear emails in ways that support your views of our negotiations is counter to good faith bargaining.

In your April 3, 2020 SCTA Messenger you claim that the District's negotiations team was supposed to begin its telephonic negotiations with SCTA at noon on April 3, 2020, but the District "wasn't ready until almost 2:00 p.m." This is simply not true. The District's team indicated to you by text message at 12:27 p.m. that they were still working on the District's proposal and would be ready "no later than 1:00 p.m." You indicated via text response at 12:30 p.m. that SCTA would not be available at 1:00 p.m. because you were in another meeting, but would be available to meet after. The District's team continued to work on its proposal and took the extra time to do further review of the proposal. The District team emailed its proposal to you at 1:48 p.m. and indicated they were ready to discuss the proposal with SCTA "ASAP." You responded that you were still in another meeting. Once your other meeting ended, you texted Mr. Bozio at 2:45 p.m. and told him that you would be ready to meet at 3:00 p.m. and then informed the group that you a hard stop at 3:30 p.m.

You also claimed that the District's proposal was regressive. Again, this is not true. The District's negotiations team worked carefully to develop an addendum and sent it to you at 4:55 p.m. to address your concern that the language in Paragraph 3 referencing Google Classroom (which was the same language that was used in the District's [March 31, 2020 proposal](#)) could be read as contradicting [MOU #2](#), which allows teachers to use instructional tools other than Google Classroom, the District's preferred instructional platform.

Further, your April 3 Messenger accused the District of inserting "poison pills" into the District's proposal as evidence of the District's desire to delay our negotiations on the District's distance learning plan. You ignore the fact that you inserted a new term (verbally and then in writing) into your proposal during discussions at 3:00 p.m. on Friday, April 3, 2020. Your new proposal requested that the District sign the "Framework for Labor-Management Collaboration: Serving Local Communities During the COVID-19 Emergency" ("Framework") and agree to its terms as binding. As stated to you repeatedly during the brief negotiations session on Friday, the District is unwilling to sign that Framework and accept its terms as binding because of some ambiguities contained in the Framework. The District and SCTA have faced significant disagreements over past framework agreements and we know that SCTA interprets aspects of this Framework differently than the District. This Framework is not a condition to implementing a distance learning plan, which is the most critical task before us. While we appreciate the work of the labor and management teams that developed the Framework, we do not believe that the Framework should be entered into as a binding agreement in our District.

You claim that the District is attempting to delay these negotiations to “direct attention away from the difficulty it faces in implementing distance learning.” Let me be clear, we know that implementing distance learning will be difficult and there will be missteps in Sac City and elsewhere during this pandemic. It will be difficult for our students, our families, our employees and our community. This is why, since March 17, 2020, we have attempted to negotiate the terms of distance learning plan. The District’s proposal to SCTA on March 17, 2020 introduced elements of distance learning and set out our intentions related to our plan. SCTA proposed separating out elements of our proposal resulting in extensive negotiations around teacher communication with students and teacher technology access and training on distance learning before discussions on the distance learning plan could actually begin.

In your 9:27 p.m. email of April 3, you state that you will “recommend that Sac City teachers move forward to the best of their ability and based on their expert, professional judgment with Distance Learning on April 13, 2020, along the parameters set forth in our MOU of April 3, 2020.” Similarly, in your “Resolution by SCTA Executive Board and Work Site Representatives to Continue and Expand District Learning in SCUSD on April 13 Through the Remainder of the 2019-20 School Year” (“Resolution”), apparently approved by SCTA leaders on April 4, 2020, resolves that educators in SCTA “trusts the professional judgment and expertise to deliver instruction based on student needs and resources available” based on SCTA’s proposal. As a reminder, I, as the District’s Superintendent, have the authority and responsibility to direct the work of the District’s employees. The District remains committed to improving outcomes for students; this pandemic and the distance learning that it necessitates, does not relieve the District of its responsibility to provide for the social, emotional and academic needs of our students. We owe it to our students that they not fall behind in their learning during this crisis. The District will not accept a distance learning plan that is ad hoc, inconsistent and not grounded in best practices and furthers the inequities in learning opportunities that we are working diligently to disrupt.

The District’s negotiation team is ready to receive a written proposal from SCTA regarding these items and engage in any necessary discussions of that proposal with SCTA’s negotiations team throughout the weekend and on Monday, April 6, 2020. We look forward to receiving any written counter from you by 5:00 p.m. on Monday.

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge A. Aguilar". The signature is stylized with a large loop at the end and a horizontal line extending to the left.

Jorge A. Aguilar
Superintendent