



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

January 22, 2020

*Jessie Ryan
President
Trustee Area 7*

Sent via email to dfisher@saccityta.com

*Christina Pritchett
Vice President
Trustee Area 3*

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

*Michael Minnick
2nd Vice President
Trustee Area 4*

Re: Commencing Negotiations on Successor Contract

*Lisa Murawski
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia
Trustee Area 2*

We are in receipt of your [January 17, 2020 letter](#) in which you agree to begin successor contract negotiations and offer March 3, 4, 5, or 6, 2020 as possible dates for the District and SCTA to meet and begin this critical work.

*Mai Vang
Trustee Area 5*

We are pleased that SCTA has offered dates and appears ready to respond to the District's negotiations proposals that were shared with SCTA leaders between August 2 - December 9, 2019. As confirmed by the Sacramento County Office of Education and the California State Auditor, we know that solutions to our budget challenges depend on negotiated solutions. And, while solutions to our budget challenges are critical, we are laser focused on enhancing access to educational opportunities for all of our students, which requires examination and discussion of contract terms that may impact such access.

*Darrel Woo
Trustee Area 6*

We are particularly pleased that you offered dates to meet since SCTA leaders had not agreed to meet to discuss the District's proposals sent between August 2 - December 9, 2019. Over the course of fourteen (14) months and despite [eighteen \(18\) letters](#) sent by SCUSD requesting negotiation, at no point prior to your January 17, 2020 letter had SCTA leaders agreed to begin bargaining on a successor contract by accepting any dates offered by the District.

*Olivia Ang-Olson
Student Board Member*

It is also important to point out that your claims that SCTA has been meeting with the District to "bargain" over a number of matters is inaccurate. Discussions about CTE teacher status and substitute employee issues have been in the context of the twice-monthly District/SCTA meetings that have been in place for many years to address questions, concerns, and issues of interest to the District and/or SCTA, as well as to address and attempt to resolve grievances under [Article 4 of the Collective Bargaining Agreement](#). These are not negotiation sessions on successor contract terms.

The District shares SCTA's interest in discussing restorative practices, student assessments, and multi-tiered systems of support ("MTSS") and believes that those discussions will be had in reviewing the District's proposals through the negotiations process in Articles 5, 11, and 17, among others. Again, we believe that these areas are critical to our focus on enhancing access to educational opportunities for all of our students and are pleased that SCTA shares our interest in this important mission.

While we appreciate SCTA offering dates the first week of March to begin bargaining on the successor contract, we believe that this critical work should start sooner. The dates do not have to follow the first day of what is expected to be a multi-day arbitration on the interpretation of section 13.1 of the Collective Bargaining Agreement. Because the completion of one day of a multi-day arbitration will not have any impact on our work in bargaining, we believe that our work together on successor contract negotiations can and must start sooner. To that end, we propose that our negotiations work begin in February and occur around the clock so that we can make up for time lost. We offer February 5, 11, 13, 18, 19, 21, 25, 26, 2020 to begin bargaining at locations alternating between the Serna Center and SCTA offices. We will also calendar your offered dates of March 3, 4, 5, and 6, 2020, as additional dates for bargaining should they continue to be necessary after our February sessions.

In order to ensure clarity of expectations as we begin successor contract negotiations, the District intends that at our first bargaining sessions we will review any questions SCTA has on the proposals the District has presented to SCTA leaders since August 2, 2019 and receive counter proposals from SCTA on the District's proposals and/or receive initial proposals from SCTA. As a reminder, the following are the proposals that the District has presented to SCTA leaders since August 2, 2019:

Proposals presented to SCTA on August 2, 2019

- Negotiations Ground Rules
- Health Benefits – Article 13
- 2020-21 and 2021-22 School Calendar

Proposals presented to SCTA on August 23, 2019

- Organizational Rights – Article 18
- Organizational Security – Article 21

Proposals presented to SCTA on October 2, 2019

- Safety Conditions – Article 11

Proposals presented to SCTA on December 9, 2019

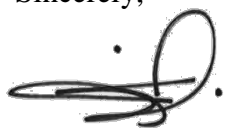
- Hours of Employment – Article 5
- Evaluation – Article 6
- Vacancies and Transfer – Article 8
- Compensation – Article 12
- Class Size – Article 17
- MOU Review

In addition, as we have offered previously ([see letters dated November 8 and December 21, 2018, and February 15 and March 4, 2019](#)), and to ensure that we set aside adequate time for the critical work before us, we propose that we engage in either full day bargaining (with release

time for an agreed upon number of SCTA representatives) or, if SCTA leaders will not agree to this offer, extend the time that we bargain in the evenings to 8:30 p.m.

We look forward to beginning the successor contract negotiations process with SCTA and look forward to hearing from you as to your availability on the February dates offered above. The District continues to believe that together, with SCTA and our other labor partners, and through the collective bargaining process, solutions to our budget challenges that are acceptable for the District and our employees will be identified and agreed to, thereby allowing the District and its employees to continue their shared goal of enhancing educational opportunities for all students.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jorge A. Aguilar', with a large loop at the end and a period at the end.

Jorge A. Aguilar
Superintendent