



Jorge A. Aguilar, Superintendent

April 21, 2020

Sent via email to dfisher@saccityta.com

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

Re: Response to April 17, 2020 Email from SCTA Executive Director John Borsos

Dear Mr. Fisher:

I am in receipt of the [email sent Friday, April 17, 2020](#), by the Executive Director of the Sacramento City Teachers Association (SCTA), John Borsos, to our Chief Academic Officer Christine Baeta criticizing the District's distance learning plan that was implemented beginning April 13, 2020, and alleging that the District is engaging in certain unlawful acts. Ms. Baeta responded by separate letter to your criticism of the District's distance learning plan so this letter will focus on your claims about the District's actions.

To echo what Ms. Baeta stated in her letter of today, the dedication of our educators and staff members to serve the needs of our students and community in this time of crisis is impressive. As I go to school sites to assist with computer deployment and meal distribution, I strive to maintain social closeness in our physically distant environment by talking to the families, students, teachers and staff members who share their challenges and successes in preparing for and implementing distance learning. The common theme that I hear in their comments is the desire to remain connected with the school community and their excitement to get "back to school."

While I understand that SCTA may have a different perspective on the District's distance learning plan, I hope that we can celebrate the work of our District last week to have our students back in a learning environment with their teachers. I have heard from families, students, teachers, staff and community members expressing joy and pride in the work being done for our students in the form of videos, pictures, social media posts and emails from parents/guardians and community members.

We have and will continue to meet the needs of our students while our schools remain physically closed. Unfortunately, while we are celebrating our students' return to learning, Mr. Borsos' email continues to criticize and mischaracterize actions by the District. Please see the District's response to each of Mr. Borsos' claims below.

Mr. Borsos claims that the District has refused to negotiate with SCTA over effects of the distance learning plan. This is not true. In the District's [April 9, 2020 letter](#) notifying SCTA that we would begin implementing the District's distance learning plan on April 13, 2020, we specifically stated:

*The District looks forward to continuing to meet and negotiate in good faith with SCTA leaders regarding the negotiable effects of phase 3 of our distance learning plan, but will not allow continued negotiations of those effects to delay implementation as such delays will have lasting impacts on student success. Our students cannot afford more delays and inaction. **Please provide us with dates and times that your team is available to meet.** (Emphasis added).*

To date, the District has not received any request from SCTA to continue our negotiations over any negotiable effects of the District's distance learning plan, nor has SCTA offered dates for such continued negotiations.

Mr. Borsos' email claims that the District has refused to "abide by" the "Framework for Labor-Management Collaboration: Serving Local Communities During the COVID-19 Emergency" ("Framework"). As stated to you repeatedly during our last negotiations session and in our [April 7, 2020 letter](#), the District is unwilling to sign that Framework and accept its terms as binding because of the ambiguities contained in the Framework. A "framework" is defined as a "basic structure underlying a system, concept, or text" and, by definition, do not contain clear or concrete terms, and are not designed as something to "abide by" but rather to guide conversations. While we appreciate the work of the labor and management teams that developed the Framework, the District's position on the Framework remains unchanged.

Mr. Borsos further alleges that the District has engaged in various "unlawful acts." These allegations by Mr. Borsos, and the District's response to each, are as follows:

1. Requiring teachers to add administrators as co-teachers in Google Classrooms and other instructional platforms;

SCTA has not provided any details in support of this allegation. Our District administrators will continue to supervise the instructional program during distance learning just as they did while our schools were physically open.

2. Changing the times of staff meetings;

SCTA has not provided any details in support of this allegation. Under the District's April 7, 2020 MOU, staff meetings are held consistent with Article 5.10 of the Collective Bargaining Agreement, except that principals will work with their staff to schedule a time for the meeting that works best for all involved. The District's MOU also provides that unit members who are unable to attend a scheduled staff meeting will work with their supervisor to obtain any information shared during the meeting.

3. Changing Collaborative Time where "the content and structure of the collaboration should be worked out between the school administrators and teachers," to principals unilaterally determining the content and structure of the collaboration time.

SCTA has not provided any details in support of this allegation. On [April 16, 2020, the District responded](#) to and rejected your claim that principals are not permitted to be part of collaborative time meetings.

4. Requiring staff to make a second round of calls to students, contrary to our agreement in MOU #1 signed on March 20, 2020. While teachers are not necessarily opposed to such outreach, there has been absolutely no discussion of the District's intent to initiate a second round. Additionally, some of the questions the staff is being asked to respond to appears to be an effort to initiate direct discussion with staff regarding their working conditions, that is, direct dealing.

In our MOU #1, we agreed that prior to the start of the formal distance learning program, teachers would reach out to students and families check in with them and assess their technology needs. Agreement on this check-in was reached in conjunction with agreement on providing technology to teachers as needed to facilitate the outreach to students and families. We are not required to negotiate with SCTA the District's direction that teachers reach out to students again to assess whether they continue to face any barriers to engaging in distance learning. As you may recall, the District's MOU on distance learning specifically states that each classroom teacher will communicate with their students/families on a consistent basis. Checking in and communicating with students is also one of the job duties of our teachers. During this time of distance learning and physical distancing, maintaining connections with our students is critical and a very reasonable expectation of our employees. The District's MOU on distance learning provides for flexibility for teachers to schedule and check-in with students.

5. Failing to make arrangements for staff to use alternatives to online learning, including the use of paper packets, and further discouraging staff from using paper packets.

SCTA has not provided any details in support of this allegation. The District's MOU on distance learning specifically provides that classroom teachers will work with their supervisor to determine how paper packets will be made and distributed to students who need them. The District has developed a safety protocol that principals are expected to follow with adjustment for specific site needs if a teacher chooses to come to a school campus to make paper packets for their students who need them. The District maintains that the use of paper packets should be driven by student needs.

6. Threatening staff with legal action for providing technical support to students and parents, while at the same time referring students and parents to staff for technical support.

The District did not threaten staff with legal action for providing technical support to student and parents. Rather, in the District's April 9, 2020 cease and desist letter to SCTA, we informed SCTA President David Fisher that SCTA's "Tech Support Community Volunteers Program" was, in the District's view, improper for a number of reasons. We have other District employees who are in the best position to provide front-line technical support to our District employees in using District-issued devices, platform and technology at issue. The District's letter demanded that SCTA cease and desist from soliciting information from District students and families in order to provide technology support to them during distance learning. The letter made clear that any District employee who elected to provide support as a Tech Support Community Volunteer would be doing so outside of the course and scope of their work as an employee of the District. Nothing in the District's letter prohibited individual teachers from

providing basic technical support to *their* students. Finally, the District reserved the right to take legal action as necessary, but did not threaten to take that legal action against staff members.

7. Direct dealing with staff by directly negotiating with staff regarding wages and working conditions.

SCTA has not provided any details in support of this action. To be clear, the District does not share Mr. Borsos' broad interpretation of "direct dealing" as including any conversation between a District administrator and an employee represented by SCTA. The District does not negotiate with individual staff members regarding wages and working conditions.

Finally, in your April 8, 2020 letter you state "[s]erial correspondence over these negotiations with one who has declined to participate in them, however, is over." As you continue to put your allegations in writing via email or letter, I will continue to respond in writing to allegations made by SCTA. Whether SCTA leaders choose to respond to my letters is your choice. As we previously requested however, "*[p]lease provide us with dates and times that your team is available to meet,*" if there are effects of distance learning that SCTA would like to discuss.

In closing, it is my sincere hope that the District and SCTA will continue to be guided by the following North Star: we work for our students. 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 physically return to school. I will continue to celebrate our successes in welcoming our students back to school and providing a space for them to set aside their worries and return to learning.

Sincerely,

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

Jorge A. Aguilar
Superintendent