



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

November 13, 2018

Sent via email to dfisher@saccityta.com

BOARD OF EDUCATION

Jessie Ryan
President
Trustee Area 7

Darrel Woo
Vice President
Trustee Area 6

Michael Minnick
2nd Vice President
Trustee Area 4

Jay Hansen
Trustee Area 1

Ellen Cochran
Trustee Area 2

Christina Pritchett
Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

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

RE: Assessment Memorandum of Understanding (MOU)

Dear Mr. Fisher:

As I continue to learn about historical contexts related to student achievement outcomes in Sacramento City Unified, I was briefed about an MOU signed with SCTA in November 2016. The MOU relates to student progress monitoring and states that for assessments which are not:

“specifically and unambiguously directed by state or federal or programmatic (e.g. International Baccalaureate) mandate, the parties will jointly develop and mutually agree to the development of a process for monitoring student progress, which will meet state and/or federal guidelines, if applicable. The parties will make a good faith and timely effort to mutually develop and mutually agree to the specific test or assessment described in the preceding sentence.”

I have learned that the decision to pause the assessments in 2016 was, in part, due to concerns about the alignment of the assessments to that which was being taught and their usefulness to inform instruction, the amount of instructional time taken for the assessments, and the amount of time required for teachers to score open-ended assessment items. Pursuant to the MOU, an assessment committee was supposed to be formed no later than January 9, 2017, to agree upon assessments that would be used to monitor student progress. The assessment committee met three times between January 18, 2017 and February 27, 2017, and no consensus was reached. On Friday, March 17, 2017, a request was sent to SCTA for another Assessment Committee meeting and SCTA informed the District that a response would occur after a teacher contract mediation date was set. On March 21, 2017, my understanding is that SCTA again refused to commit to an assessment committee meeting pending the scheduling of a teacher contract bargaining date. It was not until April 2017 that the assessment committee met again and no consensus on assessments was reached for the 2017-2018 academic year even after a subsequent June 2017 meeting.

Nine months later, in February 2018, SCTA agreed to assessments for the end of the 2017-2018 school year for EL Redesignation and for GATE identification purposes for the 2017-18 year. SCTA stated its expectation that curriculum-embedded assessments would be used in 2018-2019. As we enter the fifth month of the 2018-2019 academic year - and almost two years after the MOU was signed - we still have no agreement on how we will monitor student progress District-wide. The fact that we have no agreement on a matter as critical as assessments means that we cannot objectively assess our students and inform parents/guardians how their children are progressing toward grade level readiness. The California Department of Education

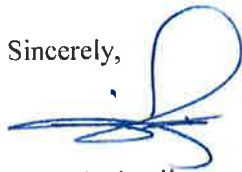
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually. As you know, the District's Community Advisory Committee (CAC) has called on the District to assess students for dyslexia. Moreover, assessments to screen, diagnose and progress monitor are foundational and fundamental components of a Multi-Tiered System of Supports, <https://www.cde.ca.gov/ci/cr/ri/mtsscomponents.asp>.

Currently, outside of the annual state mandated assessments, there are no required objective assessments across the District. This is in direct violation of District policies and Administrative Regulations (BP 5121, 5123, 6162.5) which require that we monitor student progress. The lack of assessments also impacts the ability of the District to reclassify English Learners and identify students for Gifted and Talented Education services. At a recent meeting with the Office of Civil Rights, OCR noted the negative impact caused by the inability to use multiple assessment measures for GATE identification, particularly to students from traditionally under-served and under-represented student groups. As such, it is critical that the District commences with the needed assessments for this school year. Attached you will find a spreadsheet detailing state mandated assessments, non-mandated assessments, and site-based assessments that the District plans to administer during the 2018-2019 academic year. Each of these assessments is intended to measure student progress and to inform parents/guardians how their children are progressing towards grade level readiness. Please note that for those assessments that are scheduled on dates that have passed, the District will administer in the next window outlined on the spreadsheet.

Please inform me whether SCTA disagrees with any of the assessments contained in the attachment. If so, please forward me your assessment proposal allowing the District to objectively measure and inform parents/guardians on an ongoing basis how their children are progressing toward grade level proficiency.

As stated above, we look forward to receiving your input on this critical issue that is so important to the success of all District students. We request a reply by Friday, November 16, 2018.

Sincerely,



Jorge A. Aguilar
Superintendent

Attachments

MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

Monitoring of Student Progress

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties," hereby agree to the following terms of this agreement:

1. The District and the Association agree that testing should be meaningful and useful.
2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. The parties further agree that where a district initiated / district-wide specific test, assessment or process for monitoring student progress is not specifically and unambiguously directed by state or federal or programmatic (e.g. International Baccalaureate) mandate, the parties will jointly develop and mutually agree to the development of a process for monitoring student progress, which will meet state and/or federal guidelines, if applicable. The parties will make a good faith and timely effort to mutually develop and mutually agree to the specific test or assessment described in the preceding sentence. If the parties are unable to reach agreement, the parties agree to the expedited fact-finding dispute resolution process below:
 - a. An expedited three (3) person fact-finding panel will be convened consisting of one representative selected by the Association, one representative selected by the District, and the neutral, *who shall be selected by both parties*
 - b. The fact-finding panel will engage in an informal mediation process to resolve the issue. There will not be formal presentations or briefs, unless mutually agreed upon. The mediation process shall last no longer than forty-eight (48) hours, unless there is agreement to extend the time period. If, at the expiration of the mediation process, no agreement is reached, the Association and the District will each submit its final position. The neutral fact-finder will decide between the two positions, which shall be final and binding. *7a*

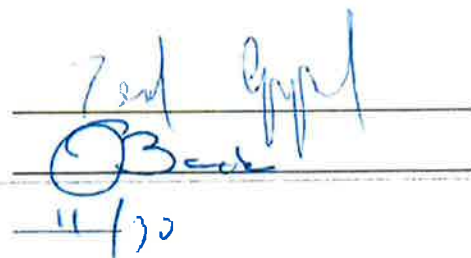
4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students who opt out of standardized testing.
5. The District and the Association also mutually agree that monitoring student progress in individual classrooms, across grade levels or subject, at site and district levels may be valuable instruments to monitor student progress and may provide information useful to teacher reflection and planning as well as for student feedback.
6. The District agrees to limit the current District-developed Benchmark to the period from November 7th to December 16th only. Any future District-wide assessment and/or other process for monitoring student progress will be jointly developed and mutually agreed according the provisions of this agreement.
7. Teachers who grade the benchmark that require additional work beyond their regular workday will be compensated for the additional time spent grading the benchmark. Thursday collaborative time will not be used to grade or otherwise administer benchmarks unless agreed to by the teachers at the work site.
8. To design a comprehensive and balanced system for monitoring student progress, the District and Association will form a committee, consisting of representatives designated by the Association and representatives designated by the District to develop processes for monitoring student progress and to advise sites and teachers regarding additional local assessment strategies. Decision shall be by consensus between the two parties, except for those areas covered by Paragraphs 2 and 3 of this agreement, which shall apply.
9. The Committee will commence no later than the week of January 9, 2017. Once the committee determines the content, structure and nature of the best processes for monitoring student progress, mutually-agreed upon dates may be determined for implementation of any state or federal assessment described in Paragraph 3 above that apply for the 2016-17 school year.

FOR THE ASSOCIATION:



1/30/16

FOR THE DISTRICT:



CALIFORNIA MANDATED ASSESSMENTS		
Gr Lvl(s)	Assessment / Data Point	Assessment Window
K-12	English Learner Proficiency Assessment for California (ELPAC) Initial Assessments non-English Home Language)	July 1 - June 30
K-12	ELPAC Summative Assessments non-English Home Language	February 1 - April 20
5, 8, 11, and 12	California Science Test (CAST) / - California Alternate Assessment (Science)	New Tech HS & Non-Public March 5 - May 11 Traditional March 19 - May 25
3-8 and 11	Smarter Balanced Assessment (SBAC) / California Alternate Assessment (CAA) ELA & Math	New Tech HS & Non-Public March 5 - May 11 Traditional March 19 - May 25
5, 7, and 9	Physical Fitness Test	February 1 - April 30
4, 8, and 12	National Assessment of Educational Progress (NAEP)	E Phillips 2/26, Woodbine 2/27, California 3/1, AM Winn and Pacific 3/3, Bancroft, Burbank and Matsuyama 3/6
SCUSD ASSESSMENTS		
K	ELA Concepts of Print (COP) - Curriculum embedded	Sept. 4-28, May 13-31
K-2	ELA Basic Phonics Skills Test III (BPST III)	Sept. 4-28, Feb. 4-22 (K-1 only), May 13-31 (K-1 only)
K-6	ELA Oral Reading Record - Curriculum embedded	Sept. 4-28, Feb. 4-22, May 13-31
K-2	ELA Interim #2 - Curriculum embedded	Dec.20-Jan.10
K-2	ELA Interim #3 - Curriculum embedded	Mar.28-Apr.4
K-2	ELA Interim #4 - Curriculum embedded	June 3-13
3-6	ELA Interim #2 - Curriculum embedded	Dec.13-21
3-6	ELA Interim #3 - Curriculum embedded	Mar.18-29
7/8	ELA Beginning of Year (BOY) Interim - Curriculum embedded	Oct.22-Nov.8
7/8	ELA Middle of Year (MOY) Interim - Curriculum embedded	Feb. 4-19
9/10	ELA Beginning of Year (BOY) Interim - Curriculum embedded	Nov. 5-16
9/10	ELA Middle of Year (MOY) Interim - Curriculum embedded	Feb.19-Mar.5
9/10	ELA End of Year (EOY) Interim - Curriculum embedded	May 20-31
11	ELA Beginning of Year (BOY) Interim - Curriculum embedded	Oct.22-Nov.8
11	ELA Middle of Year (MOY) Interim - Curriculum embedded	Feb.4-19
K	Math Test 4 Topics 13-16 - Curriculum embedded	Oct.1-12
K	Math Test 1 Topics 1-4 - Curriculum embedded	Jan. 14-25
K	Math Test 2 Topics 5-8 - Curriculum embedded	Feb.25-Mar.8
1-2	Math Test 1 Topics 1-4 - Curriculum embedded	Nov. 5-16
1-2	Math Test 2 Topics 5-8 - Curriculum embedded	Feb.25-Mar.8
1-2	Math Test 3 Topics 9-12 - Curriculum embedded	May 20-31
3-4	Math Test 1 Topics 1-4 - Curriculum embedded	Nov. 5-16
3-4	Math Test 2 Topics 5-8 - Curriculum embedded	Feb.25-Mar.8
5	Math Test 1 Topics 1-4 - Curriculum embedded	Nov. 5-16
5	Math Test 2 Topics 5-7 - Curriculum embedded	Jan. 14-25
6	Math Test 1 Topics 1-3 - Curriculum embedded	Oct.22-Nov.2
6	Math Test 2 Topics 5-7 - Curriculum embedded	Feb.12-22
Math 7	Math Ch. 1-3 - Curriculum embedded	Nov.5-16
Math 7	Math Ch. 4-6 - Curriculum embedded	Mar.11-22
Math 8	Math Ch. 1-3 - Curriculum embedded	Nov.5-16
Math 8	Math Ch. 4-6 - Curriculum embedded	Mar.11-22
Math 1	Math Unit 1 - Curriculum embedded	Oct.22-Nov.2
Math 1	Math Unit 2 - Curriculum embedded	Dec.10-21
Math 1	Math Unit 4 - Curriculum embedded	Mar.18-29
Math 2	Math Unit 1 - Curriculum embedded	Sept.24-Oct.5
Math 2	Math Unit 2 - Curriculum embedded	Dec.10-21
Math 2	Math Unit 4 - Curriculum embedded	Mar.18-29
Math 3	Math Unit 1 - Curriculum embedded	Oct.22-Nov.2
Math 3	Math Unit 2A - Curriculum embedded	Dec.10-21
3-12	PFT Baseline	September 1 - October 27
1 and 3	GATE Identification	January 14 - February 22
6 and HS	Math Placement GR 6 & Math 1	May 6 - June 7
8 and 8	PSAT	October 10
10	PSAT	October 10
11	SAT School Day	March 6
3-12	School Climate Survey - Student, Staff, and Parent/Family	January 14 - February 28
SITE COORDINATED ASSESSMENTS		
11 and 12	SAT - GR 11 and 12	2018: August 25, October 6, November 3, December 1 2019: March 9, May 4, June 1
10 - 12	California High School Proficiency Exam (CHSPE) - Age 16+	2018 ESTIMATED: October 20 and 2018: March 16
11 and 12	Advanced Placement (AP) - GR 11 and 12	2019: May 6 through 10 and May 13 through 17

