



**OFFICE OF THE SUPERINTENDENT**

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August 13, 2019

Sent via email to [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

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

RE: Commencing Negotiations for 2019-20 Successor Contract

Dear Mr. Fisher:

Thank you for your August 8, 2019 response to my August 2, 2019 letter regarding commencing negotiations between the District and SCTA for a successor collective bargaining agreement. I want to reiterate my commitment to work with you collaboratively to resolve our disagreements and move forward with negotiations. I believe that such collaboration is possible when we focus our attention on resolving the substantive issues that are critical not only to us, but to our students, team members, and community.

Your August 8 letter claims that the District sent its proposals to commence negotiations in an attempt to distract attention from an alleged incident that occurred at the Board Meeting on August 1. As I described in a [separate letter](#) responding to the grievance you filed on this matter, President Ryan's asking SCTA 2<sup>nd</sup> Vice President Hasan McWhorter to finish his public comments in the time allotted and stated on the Board Meeting agenda was consistent with the District's Board Bylaws and past practice as described in the District's letter to SCTA today. The August 1, 2019 Agenda, item 9.1, clearly stated as follows:

**9.0 COMMUNICATIONS**

6:50 p.m.

9.1 Employee Organization Reports:

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

**Information**  
3 minutes each

It is important to note that Mr. McWhorter's microphone was not cut off by President Ryan. She does not have the technological control over the microphone. Instead, staff members in the control room control the microphone and other Board Meeting-related technology.

Concerning our August 2<sup>nd</sup> proposal, I assure you that the District sent its proposals at the late hour when our many days of work was completed and not for any other reason.

Your letter further requests that the District meet "around-the-clock" to "remove obstacles" that SCTA believe stand in the way of commencing successor contract negotiations. Your list of items that are "obstacles to negotiations" along with the District's response to each are set forth below:

1. **Filling of vacancies:** District staff has been extremely busy this summer working to fill vacant positions. As of the date of this letter, the District has staffed 96% of its positions and continues to offer vacant position to laid off employees who are credentialed and qualified for those positions as well as post positions for which no laid off or other employee is available to accept. While filling vacancies is critical and we intend to continue this work to ensure as few vacancies as possible for the start of the school year, this does not stand in the way of commencing negotiations.
2. **Rescission of cuts to Child Development:** The District made cuts to child development programs as part of its fiscal recovery plan. Employees were laid off in accordance with the legally required procedures and laid off child development employees have been returned to positions as funding and enrollment create additional need. This work will continue and this too does not stand in the way of commencing negotiations.
3. **Rescission of cuts to classified staff:** While we appreciate SCTA's concern about our classified employees, the return of classified employees who were laid off will be determined by the District based on enrollment needs and funding, and worked on in conjunction with our classified labor partners. Furthermore, as we mentioned in our correspondence of August 7, 2019, you appear to be bargaining on behalf of classified employees, which is a direct violation of labor law. The fact that classified staff remain laid off does not preclude the District and SCTA from commencing negotiations.
4. **Full implementation of the certificated salary schedule arbitration decision:** As you know from meetings between the District and SCTA leaders on May 16, June 5, June 6, and July 31, 2019, this work has been ongoing for several months. As stated in our earlier communications, the salary schedules are completed and posted on the District's website as well as programmed into the District's payroll system to ensure work done on or after July 1, 2019 is paid according to those schedules. The District and SCTA have been working together to develop the formula for calculating the retroactive payments for the 2018-19 school year and will continue that work in the coming weeks. As we stated in our letter of August 7, 2019, this matter is in the implementation phase. It should not stall beginning the contract negotiations that the District has sought to start since November 2018.
5. **Expedited Arbitration on Health Plan:** The District's legal counsel has communicated to SCTA's legal counsel the District's agreement to arbitrate consistent with Article 4 of the CBA SCTA's grievance on Article 13, related to health plan savings. When SCTA moves this matter to arbitration, the District will follow the procedures of the American Arbitration Association, as set forth in Article 4, for selecting an arbitrator and setting an arbitration date. This matter will be decided by an arbitrator and does not preclude

commencing successor contract negotiations. As we wrote back on June 13, 2019, the District will hold the projected savings from market changes in trust in order to allow for the conclusion of the arbitration process.

Your recent communication appears to be yet another attempt to delay negotiations on a successor contract, something the District has requested to begin since November 2018. It also appears to be conditional bargaining in violation of Government Code section 3543.6 and the obligations of employee organizations to meet and negotiate in good faith with a public school employer.

The District remains committed to keeping SCTA informed about our continued work in filling vacancies and returning laid off employees to work. We are also committed to continuing to work with SCTA to confirm the retroactive payments to employees consistent with the salary restructure and resolving our different interpretations of Article 13.1 through arbitration. We again request that SCTA stop placing specious “pre-conditions” on negotiations and instead agree to meet with the District negotiations team to begin negotiations. Our team remains available for negotiation sessions on August 19, 20, 22, and 27, 2019. We remain hopeful that we can begin critical contract negotiations with SCTA so that students, families, and our employees do not spend another year distracted by labor disputes and contract negotiations and can instead focus on student achievement and equity this school year.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Aguilar', with a large loop at the end and a dot above the 'i'.

Jorge A. Aguilar  
Superintendent