



## OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

November 13, 2018

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

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

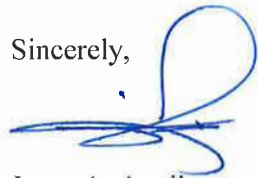
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually. 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

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Monitoring of Student Progress

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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*

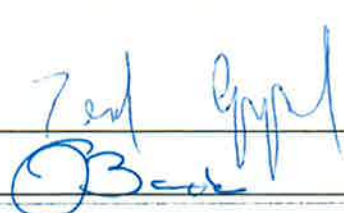
4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students 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 7<sup>th</sup> to December 16<sup>th</sup> 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:**

  
\_\_\_\_\_

11/30/16

**FOR THE DISTRICT:**

  
\_\_\_\_\_

11/30

CALIFORNIA MANDATED ASSESSMENTS		
Gr Lvl	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

**From:** David Fisher <dfisher@saccityta.com>  
**Sent:** Wednesday, November 14, 2018 3:40 PM  
**To:** Superintendent <Superintendent@scusd.edu>  
**Cc:** Iris Taylor <Iris-Taylor@scusd.edu>; Lisa Allen <Lisa-Allen@scusd.edu>; Cancy McArn <Cancy-McArn@scusd.edu>  
**Subject:** RE: Assessment Memorandum of Understanding (MOU)

Dear Mr. Aguilar,

In response to your letter of November 13, 2018, regarding the "Assessment Memorandum of Understanding (MOU)", the committee that is set forth in the agreement last met in the spring, and since then the District has given no indication of its intention or desire to reconvene the committee.

Please be advised that upon request, SCTA is prepared once again to resume committee meetings. Following the provisions of the MOU (particularly calling your attention to paragraphs 3 and 8), it is through the committee that "the parties will develop and mutually agree to the development of a process for monitoring student progress. . ."

We are unaware of there being "mutual agreement" on a number of assessments contained in your letter, nor are we aware of the District requesting to meet about those same assessments.

Unless there is a signed understanding of any agreement, therefore, there is not mutual agreement.

Unfortunately, once again, we feel it necessary to call attention to the District's non-cooperative, top-down style of leadership, the exact kind of unilateral decision making this MOU was designed to mitigate against.

We await your request to reconvene the Committee to develop a mutually agreeable process for properly monitoring student progress, including universal screeners as part of a multi-tiered system of support.

Regards,

**David Fisher**  
**President SCTA**  
**Phone: 916-452-4591**  
**Cell: 916-612-5106**

---

**From:** Superintendent [<mailto:Superintendent@scusd.edu>]  
**Sent:** Tuesday, November 13, 2018 5:18 PM  
**To:** David Fisher  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** Assessment Memorandum of Understanding (MOU)

Dear Mr. Fisher,

Please see attached correspondence.

Thank you.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District



## OFFICE OF THE SUPERINTENDENT

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*Jorge A. Aguilar, Superintendent*

November 26, 2018

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Mai Vang  
Trustee Area 5

Rachel Halbo  
Student Board Member

*Sent Via Email (dfisher@saccityta.com)*

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

### ***Re: Assessment Committee***

Dear Mr. Fisher:

Please consider this letter as the District's offer to meet and convene the Assessment Committee that has been previously referenced in correspondence between SCUSD and SCTA. These meetings are especially important because the Office of Civil Rights ("OCR") recently issued the attached letter to the District expressing concern over the negative impact to students caused by the inability to use multiple assessment measures for GATE identification. As you are aware, I made reference to a recent meeting with OCR and expected further communication from them. As mentioned in their letter, OCR is concerned that: "having only a single data point on achievement testing, because of the District's current restrictions on assessment, gives students fewer opportunities to demonstrate their eligibility for GATE services, and significant disparities remain." Beyond GATE certification, our English Learner redesignation process relies on a single data point on achievement testing as a result of this MOU which we plan to discuss with you.

Staff is available on the following dates and times to meet:

- Monday, December 3, 2018 at 3:30
- Friday, December 7, 2018 at 3:30
- Tuesday, December 11, 2018 at 3:30
- Wednesday, December 12, 2018 at 4:00

Please inform us which of these dates work best for you. As noted in the communication dated November 13, 2018 and attached here, we have provided SCTA with the assessments the District has identified for administration for the 2018-2019 school year. We request that SCTA submit any assessments that they would like us to consider *prior* to any selected meeting dates.

We would appreciate a response to this request by Friday, November 30, 2018.

Sincerely,

Jorge A. Aguilar  
Superintendent

Attachments



**From:** David Fisher <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>  
**Sent:** Friday, December 21, 2018 4:42 PM  
**To:** Superintendent <[Superintendent@scusd.edu](mailto:Superintendent@scusd.edu)>  
**Cc:** Iris Taylor <[Iris-Taylor@scusd.edu](mailto:Iris-Taylor@scusd.edu)>; Lisa Allen <[Lisa-Allen@scusd.edu](mailto:Lisa-Allen@scusd.edu)>; Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Subject:** RE: Assessment Committee

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Superintendent Aguilar,

We are available to meet with our Assessment Committee and District representatives on Tuesday, January 15<sup>th</sup> 4:00 at SCTA.

Regards,

**David Fisher**  
President **SCTA**  
Phone: 916-452-4591

Cell: 916-612-5106

---

**From:** David Fisher  
**Sent:** Friday, November 30, 2018 10:31 AM  
**To:** 'Superintendent'  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** RE: Assessment Committee

Superintendent Aguilar,

Thank you for your letter. We will be conferring with our Rep Council next week and will get back to you with dates soon after,

Thank you,

**David Fisher**  
President **SCTA**  
**Phone: 916-452-4591**  
**Cell: 916-612-5106**

---

**From:** Superintendent [<mailto:Superintendent@scusd.edu>]  
**Sent:** Monday, November 26, 2018 5:45 PM  
**To:** David Fisher  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** Assessment Committee

Dear Mr. Fisher,

Please see attached correspondence.

Thank you.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District



## OFFICE OF THE SUPERINTENDENT

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*Jorge A. Aguilar, Superintendent*

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Trustee Area 2

*Christina Pritchett*  
Trustee Area 3

*Mai Vang*  
Trustee Area 5

*Rachel Halbo*  
Student Board Member

December 14, 2018

*Sent Via Email (dfisher@saccityta.com)*

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

Dear Mr. Fisher:

This letter follows the meeting of Wednesday, December 5, 2018, between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”) regarding negotiation of the District’s proposed changes to the school calendars for the 2019-2020 and 2020-2021 school years. As you know, the District has proposed adjusting the start date for the 2019-2020 school year to August 14, 2019, which is two weeks (11 school days) earlier than the District has started in the past few years. Under the District’s proposal, the 2019-2020 school year would end on May 28, 2020. For the 2020-2021 school year, the District has proposed a start date of August 12, 2020 and an end date of May 26, 2021. This calendar adjustment is critical to address the needs of the students and families we serve. Moreover, this adjustment will put the District closer in line with its neighboring school districts, increase educational and enrichment opportunities for students, and help increase revenue to address our structural budget deficit. The District first provided this proposal to SCTA via e-mail and in person on June 13, 2018.

On June 21, 2018, the District’s Governing Board approved a tentative student attendance calendar based on the District’s proposal for the 2019-2020 and 2020-2021 school years, subject to further negotiations with the District’s labor partners. The District has reached agreement on the 2019-2020 and 2020-2021 school calendars with each of its labor partners with the exception of SCTA. On September 14, 2018, the District sent a letter to SCTA requesting that it meet and confer on the District’s proposed calendars prior to the Governing Board meeting on October 18, 2018. The District provided SCTA with four optional dates and times for the meeting. After receiving no response from SCTA, the District followed up by letter on October 12, 2018, requesting that SCTA select from two additional dates to meet and confer prior to the November 1, 2018 Board meeting. Via the email of October 15, 2018, quoted below, SCTA rejected the dates offered and failed to offer any others:

*With regard to the Calendar Committee, the Association has met its contractual obligations to discuss this matter with the District. Unfortunately, we have not reached an agreement. Despite your representation in November 2017 that you personally would participate in the discussion to explain why a calendar change was necessary for the District, you failed to follow through. At our last meeting with the District in the Spring of 2018, we asked the District’s representatives to show the outreach that has occurred with other stakeholders that provided an opportunity for input on the proposed change.*

*We also asked the District to consider adding a professional training day at the beginning of the school year. We received no response. Your October 12th response appears to be that this much-needed input will only be sought AFTER the decision is made. We don't believe this is the best way to make such an important decision. We remain open to discussing this issue with the District. Unfortunately, the two dates, October 17 and 19th, that you offered do not work for us.*

The above communication continued the Association's focus which has primarily centered upon the sufficiency of the District's "outreach with stakeholders". When the District and SCTA were finally able to meet on December 5, the District resubmitted its June 2018 proposal for SCTA's consideration in the hopes that a productive conversation could take place on this important issue. At the meeting, the Association continued to focus on community outreach and the absence of data that demonstrates the benefits to students resulting from a change in the calendar. The District shared that due to serious budget constraints it is unable to add a professional training day at the beginning of the school year. However, the parties were unable to reach agreement and to date, SCTA has delayed in meeting with the District and has not provided the District with any counter-proposal for the 2019-2020 and 2020-2021 school calendars.

As we have discussed previously, the District has a number of reasons for its interest in an earlier start date and earlier end date for the school year. Not only would this revised schedule bring the District closer in line with its neighboring school districts, but the District believes it will increase educational and enrichment opportunities for its students. For example, the District's proposed calendar will allow students to enroll in summer courses and/or apply for summer jobs and internships beginning in early to the middle of June. Such opportunities have been unavailable to students previously due to the District's traditional end of school dates. The earlier start date will also provide students with additional instructional days prior to Advanced Placement (AP) testing, the SAT, and other assessments, which places them in a better position for success in applying to institutions of higher learning. The District also anticipates additional revenue from increased student enrollment and retention as a result of an earlier start date, since there is less of a chance that students will begin the school year in other districts prior to transferring to the District.

Given these important considerations, as well as the need to inform parents and the community of changes to the upcoming school year as soon as possible, District staff believe that the school year calendar for 2019-2020 must be finalized by **January 31, 2019**.

In conclusion, due to the parties' inability to reach agreement on the District's proposed school year calendars for 2019-2020 and 2020-2021, as well as SCTA's failure to provide the District with a counter-proposal or timely meet with the District concerning its multiple requests to negotiate between June and December 2018, **the District hereby requests that SCTA provide the District with a written counter-proposal by Thursday, December 20, 2018. Should we not receive a counter-proposal by said date, the District will file a request for impasse with the Public Employment Relations Board ("PERB").**

Sincerely



Jorge A. Aguilar  
Superintendent

**From:** David Fisher <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>  
**Sent:** Friday, December 21, 2018 4:42 PM  
**To:** Superintendent <[Superintendent@scusd.edu](mailto:Superintendent@scusd.edu)>  
**Cc:** Iris Taylor <[Iris-Taylor@scusd.edu](mailto:Iris-Taylor@scusd.edu)>; Lisa Allen <[Lisa-Allen@scusd.edu](mailto:Lisa-Allen@scusd.edu)>; Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Subject:** RE: Assessment Committee

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Superintendent Aguilar,

We are available to meet with our Assessment Committee and District representatives on Tuesday, January 15<sup>th</sup> 4:00 at SCTA.

Regards,

**David Fisher**  
President **SCTA**  
Phone: 916-452-4591

Cell: 916-612-5106

---

**From:** David Fisher  
**Sent:** Friday, November 30, 2018 10:31 AM  
**To:** 'Superintendent'  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** RE: Assessment Committee

Superintendent Aguilar,

Thank you for your letter. We will be conferring with our Rep Council next week and will get back to you with dates soon after,

Thank you,

**David Fisher**  
President **SCTA**  
**Phone: 916-452-4591**  
**Cell: 916-612-5106**

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**From:** Superintendent [<mailto:Superintendent@scusd.edu>]  
**Sent:** Monday, November 26, 2018 5:45 PM  
**To:** David Fisher  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** Assessment Committee

Dear Mr. Fisher,

Please see attached correspondence.

Thank you.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District



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*Rachel Halbo  
Student Board Member*

January 9, 2019

*Sent Via Email (dfisher@saccityta.com)*

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

**Re: Assessment Committee**

Dear Mr. Fisher:

This letter follows up on the District's letter of November 26, 2018 wherein we proposed four meeting dates in December to discuss the institution of needed District Assessments. On December 21, 2018, SCTA proposed an Assessment Committee meeting on January 15, 2019. The District hereby confirms acceptance of this proposed Assessment Committee meeting at SCTA on January 15, 2019 at 4:00 pm.

We again request that you provide any proposed assessment plans **prior** to the January 15, 2019 committee meeting as we have made this same request on November 13 and November 26, 2018. For your reference, attached is the District's proposal which we previously sent to you.

We look forward to meeting with you to discuss your proposal.

Sincerely,

Jorge A. Aguilar  
Superintendent

Attachment

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





**OFFICE OF THE SUPERINTENDENT**

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*Jorge A. Aguilar, Superintendent*

*Iris Taylor, Ed.D., Chief Academic Officer*

January 22, 2019

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*Sent Via Email (dfisher@saccityta.com)*

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*Rachel Halbo  
Student Board Member*

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

**RE: Assessment Committee**

Dear Mr. Fisher,

When the Assessment Committee met on 01/15/19, SCTA requested copies of all planned assessments. The proposed math and ELA assessments can be found at the Google folder at the link below:

[Assessment Information for SCTA Spring 2019](#)

We would like to schedule the next Assessment Committee meeting and are available on either of the following:

- Tuesday 1/29/19 at 4:00 at Serna
- Wednesday, 1/30/19 at 4:00 at Serna

Please reply by Friday 1/25/19 letting us know your availability or to propose alternative meeting dates.

Sincerely,

Iris Taylor, Ed.D.  
Chief Academic Officer  
Sacramento City Unified School District  
5735 47<sup>th</sup> Ave  
Sacramento, CA 95824  
916-643-9086



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*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

March 20, 2019

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Rachel Halbo  
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Sent Via E-mail: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

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

Re: SCTA Vote on Unfair Practice Strike

Dear Mr. Fisher:

Thank you for your March 15, 2019 letter offering to meet with the District to “cure” practices that the Sacramento City Teachers Association (SCTA) has claimed to be unfair. SCTA states that if the District meets with SCTA and cures its alleged practices, a strike can be averted. This letter addresses that offer, the announcement of the results of SCTA’s strike authorization vote, and separately reiterates the District’s interest to begin negotiations on a 2019-20 successor contract.

At the press conference and in your letter of March 15, 2019, SCTA listed as the basis for its strike a number of unfair practices it alleges the District has committed. The listed unfair practices along with the District’s position on each are:

1. Refusing to honor the collective bargaining agreement

As you know, we have implemented all of the agreements memorialized in our tentative agreement:

- The 7.5% salary increase for all SCTA members, including:
  - 2.5% salary increase for 2016-17;
  - 2.5% salary increase for 2017-18;
  - 2.5% salary increase for 2018-19;
- Awarding of unlimited experience credit; and
- Athletic Director Stipends.

To the extent that this assertion relates to the disagreement between the District and SCTA over the proposed salary restructure in the 2017 Framework Agreement, the arbitration hearing concluded on March 13, 2019, two days before your press conference, and a decision is pending before the arbitrator. We have reiterated the District’s commitment to adjust the certificated employee salary schedule consistent with the District’s agreement to an ongoing maximum District expenditure of 3.5% as approved

by the District's Governing Board and the Sacramento County Office of Education under AB 1200. Again, the District is, and always has been, ready to immediately implement a restructuring of the salary schedule within the agreed upon 3.5% cost cap for the entirety of the 2018-19 school year and at that same ongoing expenditure in future years. This 3.5% maximum expenditure is to primarily benefit teachers in the B and C salary columns. Therefore, we do not understand SCTA's unfair practice allegations on this topic given that this matter is pending before an arbitrator who will issue a decision in short order.

SCTA leadership also continues to insist that any and all savings from healthcare plan changes go to funding numerous new SCTA positions. However, as we have repeatedly pointed out to SCTA leadership, the District and SCTA did not achieve health plan savings by July 1, 2018 as described in Article 13.1 of the Tentative Agreement. Because no savings were achieved there are no savings to discuss, but we remain very interested in working with SCTA through the negotiations process to look at benefit plan options and ways to achieve savings.

2. *Refusing to meet at reasonable times and places with SCTA and attempting to dictate who the teachers have representing them*

As evidenced by seven (7) separate communications offering SCTA leadership twenty-four (24) dates in a four (4) month period, SCTA leadership has not agreed to begin negotiations. In those letters, the District has requested that we should meet to discuss protocols for negotiations, including team composition, scheduling negotiations, and use of a facilitator for negotiations. The District has encouraged that both parties look at these issues in order to ensure efficient and effective negotiations.

3. *Making unilateral and unlawful changes to the wages and working conditions of teachers without bargaining*

To the extent that this allegation references the District's attempt to implement much needed programs and/or assessments for our students, there have not been any unlawful actions on the part of the District. Rather, the District has for nearly a year endeavored to meet and reach agreement with SCTA on any negotiable aspects of a number of programs that would further our vision of equity, access, and social justice for our students. These include stipends for elementary coaches to offer approximately 20,000 students the opportunity to play organized flag football, basketball, and running, district-wide assessments to monitor student learning, inform English Learner reclassification, GATE identification, and mathematics placement and professional learning on the District's framework for continuous improvement ([hyperlink](#)).

4. *Failing to send District representatives to the bargaining table who have authority to negotiate on behalf of the District*

It is unclear as to what this assertion relates since SCTA leadership has refused the District's repeated offers to begin negotiations for a successor contract and, therefore, we are not currently bargaining.

5. And others

We ask that SCTA leadership provide more specific claims regarding unfair practices as a means to support a strike. We feel that voting to authorize an unlawful practices strike is not appropriate given the severity of the challenges we face and the need to start negotiations with SCTA.

SCTA leadership is well aware of the avenues available to it to pursue alleged claims and, in fact, SCTA leadership has availed itself of those avenues in the past by filing grievances and claims with the Public Employment Relations Board. It appears that SCTA leadership, rather than allowing the legal processes it has initiated to run their course, is now stating it cannot wait and must instead strike.

The District objects to SCTA's claim that the District has committed any unfair practices or that any of the District's practices warrant the extreme action of a strike. PERB has held that strikes are only permitted in very narrow circumstances. Unfair practice strikes are permitted only when the union can show "...a causal connection between the employer's action and the strike." (*Sacramento City Unified School District* (1987) PERB Dec. No. IR-49, 11 PERC ¶ 18053; *Rio Hondo Community College District* (1983) PERB Dec. No. 292E.) Our position is that SCTA cannot meet the established threshold to justify an unfair practice strike.

Further, in order to ensure the safety and education of students, public employee unions are required give sufficient notice to a public school employer prior to engaging in *any* strike, including an unfair practice strike. Failing to provide such notice constitutes an unlawful pressure tactic in breach of the union's duty to negotiate in good faith and is therefore a violation of the Educational Employment Relations Act ("EERA"). (*San Ramon Valley Unified School District v. San Ramon Valley Education Association, CTA/NEA* (1984) PERB Order No. IR-46; Gov. Code § 3543.6(c).) While we maintain that SCTA cannot lawfully strike, in the event that SCTA chooses to take that unfortunate course, we ask that it provide sufficient notice to the District in advance of any work stoppage so that the District can prepare students, parents, and staff.

**Meeting Concerning Discussing Remedies to The District's Alleged Unlawful Practices**

The District is disappointed that SCTA leadership is focused on strike preparations while the District has been, and continues to be, committed to working with SCTA leadership. You have offered to meet with the District to give the opportunity for the District to cure its alleged unfair practices.

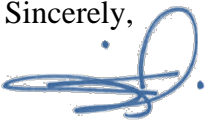
While the District strongly disagrees that it has committed any unfair practices, we will accept your offer to meet to discuss "*remedies to the District's unlawful actions.*" The District will bring to this meeting those representatives who are able to address questions related to each of your claims. We also would like to accept the offer of Sacramento Mayor Darrell Steinberg and County Supervisor Phil Serna to facilitate this meeting and will communicate this desire to them. The District team will make itself available to meet at a location that Mayor Steinberg or County Supervisor Serna might designate on a mutually convenient date.

### **Commencing Negotiations**

Separate from your meeting request to discuss “*remedies to the District’s unlawful actions*” we once again request that SCTA leadership agree to meet with District representatives to begin the negotiations process for a new successor contract. Earlier, Loretta van der Pol, Chief Mediator for the State Mediation and Conciliation Services (SMCS), offered to facilitate negotiations between the District and SCTA and we hope that SCTA leadership would agree to working with the SMCS. We believe that given the strained relationship between SCTA and the District, using a facilitator for negotiations will allow for productive discussions focused on our joint efforts to save our schools. The State Mediation and Conciliation Service was established in 1947 to prevent labor disputes and promote sound union-management relationships. The mediators working for SMCS have tremendous experience in tackling the most difficult labor issues with employers and employee groups. Given the urgency of the situation, it is my hope that SCTA leaders will be willing to work through a SMCS neutral facilitator on mutually convenient dates offered by SMCS to have discussions that are focused on saving our schools from a takeover.

We believe that our fiscal challenges require collaboration and creativity. We look forward to meeting with SCTA leadership to discuss concerns you have about District practices. And separately, we look forward to beginning negotiations as we continue to focus on constructive solutions that will save our schools and move in the direction of equity, access, and social justice for all of our students.

Sincerely,



Jorge A. Aguilar  
Superintendent



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*Jorge A. Aguilar, Superintendent*

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Student Board Member*

Sent Via E-mail: ([dfisher@saccityta.com](mailto:dfisher@saccityta.com), [nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com), [jborsos@cta.org](mailto:jborsos@cta.org))

David Fisher, President  
Nikki Milevsky, First Vice President  
John Borsos, Executive Director  
Sacramento City Teachers Association  
5300 Elvas Avenue  
Sacramento, CA 95819

Re: District Response to SCTA March 29, 2019 Letter and Agreement to Continue Discussions with SCTA to Avert a Strike

Dear Mr. Fisher, Ms. Milevsky, and Mr. Borsos:

Thank you for your letter of March 29, 2019 following up on our discussions during the confidential mediation session to address District practices with a facilitator from the State Mediation and Conciliation Service on March 28, 2019. I appreciate SCTA leaders taking the time to meet with District representatives to discuss concerns about the District's practices and we are encouraged that you are open to continuing these critical discussions in order to avoid a strike and a state takeover.

Your March 29, 2019 letter outlines the terms of your proposed "Interim Agreement" that SCTA believes are necessary to avoid a strike. As I have stated repeatedly, a strike would be devastating to our students, parents, employees, and our community. I am committed to doing what I can to avoid a strike that would hurt our students the most. However, in my efforts to avoid a strike, I also cannot risk sacrificing the District's immediate or long-term fiscal health as this would also hurt our students today and for many years into the future. My commitment to fixing our financial challenges is largely driven by the fact that our District serves the neediest students in the Sacramento Region. As such, the Board of Education and I are committed to working with SCTA and our other four labor partners to transform Sacramento City Unified School District into a high-poverty, high-performing district similar to districts such as Long Beach and Sanger Unified School Districts.

I am also convinced that the solutions to our problems lay within thoughtful and collaborative dialogue that explores the interests of everyone, most importantly our students. Your letter proposes three terms for an interim agreement between SCTA and the District. I respond to each of these terms and offer the District's own terms below.

### **Avoiding Insolvency**

First, the District certainly agrees to work with SCTA to avoid fiscal insolvency. These discussions started in January and continued last week and we look forward to further discussions. To that end, I am prepared to review the District's multi-year budget projections, address any questions that exist about those projections, discuss areas that may be available for savings, and evaluate whether there are any ideas proposed by SCTA that could be implemented. We will then work with the Sacramento County Office of Education (SCOE) to review and analyze those proposals since the role of the SCOE fiscal advisor does not include mediations and/or negotiations. We have already taken seriously the ideas previously suggested by SCTA leadership related to reduction in the costs of administrators and, scrutiny and reduction of District expenses, both of which were part of the Save Our Schools Resolution adopted by the Board on March 7, 2019. We believe there are many ideas that can and must be considered as we continue to work toward resolving our budget crisis. We suggest that such discussions be scheduled for the week of April 8, 2019 and be conducted with the assistance of Mr. Joseph Rios from the State Mediation and Conciliation Service.

### **SCTA allegations of District "unfair practices"**

Moreover, the District also agrees to your request to commence discussions with SCTA leadership also facilitated by Mr. Rios to address SCTA's concerns with identified District practices that you feel are unfair. We hope that these discussions will include areas that the District has requested to discuss with SCTA leadership since at least spring 2018, including any negotiable impacts of the District's proposals to SCTA leaders about student assessments, use of continuous improvement, elementary athletic programs, and the 2020-21 school calendar. We believe these items are critical to our shared interest in improving services to our students and becoming a high-poverty, high-performing urban school district. We suggest that these discussions begin as soon as possible and that we schedule meetings prior to spring break.

### **Health Plan Savings**

Finally, you ask that the District honor the signed agreement on health plan savings. As you know, as part of the 2017 Tentative Agreement between the District and SCTA, teachers received a 7.5% salary increase which totals approximately \$17 million of ongoing costs to our budget (2.5% salary increases for each of the 2016-17, 2017-18, and 2018-19 school years). This 7.5% salary increase has already been implemented as well as additional elements, including:

- Credit all employees with their full years of experience on the salary schedule;
- Increased stipend amounts for Athletic Directors, Induction Support Providers, and those holding a doctorate degree;
- Addition of two school psychologist positions;
- Hired additional preparation teachers to support Special Day Class special education teachers;

- Established consistent maximum caseloads for special education teachers; and
- Additional professional development sessions for teachers participating in co-teaching or inclusive practices settings.

Moreover, in order to avert the strike threatened by SCTA in 2017, we agreed to a salary restructure beginning with the 2018-19 school year with a maximum cost to the District of 3.5%. This amounts to approximately \$7 - \$8 million per year toward salary increases to primarily benefit teachers in the B and C columns. As you know, we disagree with SCTA over the interpretation of that provision and are waiting for an arbitrator to decide the issue. The District and Board of Education has and remains committed to providing for a salary restructure that does not exceed the District's budgeted 3.5% cost for 2018-19 and have repeatedly stated this.

I agree that health plan savings are an essential part of saving our schools and ensuring that we redirect dollars back into the classroom rather than continue to have only nine cents (\$.09) of every dollar go to our students and programs while the remaining ninety-one cents (\$.91) is spent on employee benefits and salary. Four of our labor partners have begun negotiations with the District and are discussing ideas around achieving health plan savings. We have offered SCTA leadership over twenty-four dates to come to the bargaining table to begin these important discussions and to date you have not agreed to meet to begin successor contract negotiations.

With respect to the District "honoring" the signed written agreement regarding health plan savings, we have been seeking to work with you to honor the agreement as we understand it. As you know, that agreement required SCTA leaders and the District to meet and "to effectuate on or before July 1, 2018 changes to the health plan" in order for those savings to be returned to the SCTA bargaining unit. Plan changes by July 1, 2018 would have allowed the District to realize significant cost savings estimated at approximately \$11-\$16 million dollars during the 2018-19 school year. However, no plan changes occurred by July 1, 2018. This inaction on health savings has only resulted in the hastening of the District's financial decline and inability to remain fiscally solvent for our students and families.

At this point in the time, we need to negotiate health cost savings going forward into the 2019-2022 collective bargaining agreement. With the clock ticking to submit a balanced budget proposal that would avoid state takeover, we are again on the brink of losing the opportunity to implement health plan changes prior to the July 1 anniversary date. This is due in part to SCTA leaders' March 29, 2019 email to the California Education Coalition for Health Care Reform (CECHCR) indicating that you would not meet with CECHCR representatives to review plan options that could achieve savings to our District. This means that significant savings will once again go unrealized for the 2019-20 school year and that more catastrophic cuts may be necessary to avoid state takeover.

The District is committed to working with SCTA to discuss health plan savings through plan changes and/or other means as well as effectuating such changes to maximize the savings and resources that can be used to improve student services, while ensuring that we can also save our



schools from a state takeover. A state takeover will be devastating to our students and community and we must do everything to avoid it. The consequences of a state takeover include:

- Paying interest on a state loan(s) for decades. For example, Oakland Unified School District has already lost over \$53 million in principal and interest payments through July 2013 and is expected to fully pay back a \$100 million loan until 2024; the loan was issued in 2003;
- Local control would be lost as the District would have to turn over all its authority to an outside administrator appointed by the Sacramento County Office of Education, not the State Superintendent of Public Instruction;
- Student programs that are not required by law are likely to be significantly reduced if the District receives a state loan because the unrestricted dollars that flow into the District will be re-directed to pay off the state loan and interest.

We again request that SCTA leaders meet with the District to begin contract negotiations on or before April 12, 2019 in order to work toward submitting a balanced budget to the Sacramento County Office of Education at our June 20, 2019 Board of Education meeting. Our fiscal crisis requires us to continue to look at every option available to save our schools. While I understand that the relationship between the District and SCTA is fractured, our students deserve an earnest commitment from both parties to diligently work together.

Please tell the SCTA representative council that I fully intend to work with you and Mr. Rios with the goal of rebuilding our relationship and developing and collaborating on workable solutions to address our fiscal crisis, avoid a takeover, and most important, give our students every educational opportunity that they need and deserve. Let us work together to ensure that adult problems do not continue to be our students' problems.

Sincerely,



Jorge A. Aguilar  
Superintendent



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*Jorge A. Aguilar, Superintendent*

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*Rachel Halbo  
Student Board Member*

April 24, 2019

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

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

Re: English Learner/Math Assessments

Dear Mr. Fisher:

Consistent with state and federal mandates, District policies and regulations, and long-standing past practice, the Sacramento City Unified School District (“District”) will be administering the following student assessments in the subject of math to determine math placement and GATE identification and ELA for the purposes of re-designation of English Learners and GATE identification:

Assessment	Assessment Window
Pearson EnVision Enhanced Math Assessment (Grades 1, 3)	April 29 <sup>th</sup> – May 17 <sup>th</sup>
Mathematics Diagnostic Testing Program (Grade 6)	April 29 <sup>th</sup> – May 10 <sup>th</sup>
Math 1 End of Course Exam (All students taking Math 1)	May 6 <sup>th</sup> – June 13 <sup>th</sup>
Benchmark Advanced ELA Interim Assessment 4 (Grades K, 1, 2, 3) and Pearson My Perspectives End of the Year ELA Assessment (Grades 10,11).	April 29 <sup>th</sup> – May 17 <sup>th</sup>

As the District has previously communicated to you, the District is required by law and District policies to consistently monitor student progress and to use that information to ensure that students are receiving appropriate educational support and services. These assessments are also used to inform parents/guardians how their children are progressing towards grade-level readiness and to identify areas of need for additional support. Please let me know if you have any questions or concerns.

Thank you for your attention to this matter.

Sincerely,

Jorge A. Aguilar  
Superintendent



## OFFICE OF THE SUPERINTENDENT

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*Jorge A. Aguilar, Superintendent*

August 5, 2019

### BOARD OF EDUCATION

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*Olivia Ang-Olson*  
Student Board Member

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

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

Re: 2019-2020 School Year Assessments

Dear Mr. Fisher:

With less than a month left before the start of the 2019-2020 school year, the District remains committed to working with the leaders of the Sacramento City Teachers Association (“SCTA”) to provide students with the greatest possible opportunities to reach their full potential. As you know, [we have been in regular communication with you regarding the urgency to assess progress of student achievement in order to better respond to our students’ needs](#). Consistent with state and federal mandates, District policies and regulations, and long-standing past practice, we intend to administer student formative and interim assessments during the 2019-20 school year [as listed in the attached schedule](#). This schedule is similar to the one [previously sent in November 2018](#).

It is simply crucial that we move forward on this assessment path because, as you know, assessing our student performance is a critical element of ensuring educational progress and meeting the individual needs of all of our students. Information from student assessments allows our educators to identify students who may need additional academic support, those who could be reclassified from English Learner to English Proficient, appropriate course placement for students at certain grades, and those who may qualify for specialized programs such as Gifted and Talented Education (“GATE”).

In addition to the above, the value of ongoing assessments as part of a comprehensive system of teaching and learning is widely accepted and recognized by the California Department of Education and educational experts. Whereas year-end assessments are summative in nature and are used to provide an assessment of learning, interim assessments can be used to facilitate learning via their check-in and feedback value. The California Department of Education has formally promoted the use of formative and interim/benchmark assessments and has reiterated since 2014-2015 the use of frequent assessments in its Smarter Balanced (SBAC) and related trainings.

In their seminal study *Assessment for Learning: Beyond the Black Box (1999)*, Leading educational researchers Black and Wiliam listed the following top five (5) reasons educators have a professional obligation to administer formative / interim assessments:

1. Feedback to pupils;
2. Involvement and engagement of pupils in their own learning;
3. Adjustment of teaching to take account of the results of assessment;
4. Influence that assessment has on the motivation and self-esteem of pupils, both of which are crucial influences on learning; and
5. Self-assessment opportunities to pupils to help them understand how to improve.

Again, as stated above and in our previous correspondences, the District is required by law and District policies to consistently monitor student progress and to use that information to ensure that students are receiving appropriate educational support and services. These assessments are critical for informing parents/guardians how their children are progressing towards grade-level readiness and to identify areas of need for additional support. They also allow District staff to ensure that *all* students district-wide have equal access to educational programs that meet their unique needs. Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jorge A. Aguilar'. The signature is stylized with a large loop and a horizontal stroke.

Jorge A. Aguilar  
Superintendent

**From:** David Fisher [<mailto:dfisher@saccityta.com>]  
**Sent:** Thursday, August 08, 2019 1:43 PM  
**To:** Superintendent <[Superintendent@scusd.edu](mailto:Superintendent@scusd.edu)>  
**Cc:** Nikki Milevsky <[nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com)>; [jborsos@cta.org](mailto:jborsos@cta.org)  
**Subject:** RE: 2019-2020 School Year Assessments

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Superintendent Aguilar,

Thank you for the correspondence.

The desire to appropriately assess student progress and to ensure that testing is meaningful and useful is precisely why we have a signed MOU that requires that the parties "will jointly develop and mutually agree to the development of a process for monitoring student progress..."

We therefore are not agreeing to the schedule unilaterally developed by the District and demand the District follow the process outlined in the MOU to mutually develop the process for monitoring student progress.

Thank you,

**David Fisher**  
President **SCTA**  
**Phone: 916-452-4591**  
**Fax: 916-452-4675**

---

**From:** Superintendent [<mailto:Superintendent@scusd.edu>]  
**Sent:** Monday, August 05, 2019 4:35 PM

**To:** David Fisher

**Cc:** Nikki Milevsky; [jborsos@cta.org](mailto:jborsos@cta.org)

**Subject:** 2019-2020 School Year Assessments

Dear Mr. Fisher,

Please see the attached correspondence. Thank you.

Jorge A. Aguilar  
Superintendent

MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

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Monitoring of Student Progress

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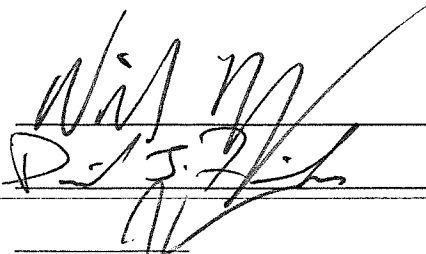
The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties," hereby agree to the following terms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

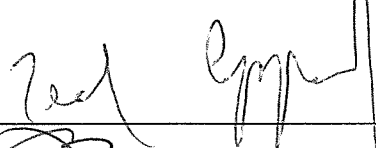
79.

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 7<sup>th</sup> to December 16<sup>th</sup> 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:**

  
\_\_\_\_\_  
\_\_\_\_\_  
11/30/16

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
\_\_\_\_\_  
11/30/16



**From:** Matt Turkie <[Matt-Turkie@scusd.edu](mailto:Matt-Turkie@scusd.edu)>

**Date:** Tuesday, August 27, 2019 at 3:53 PM

**To:** Laura Butler <[Laura-Butler@scusd.edu](mailto:Laura-Butler@scusd.edu)>, Sylvia Silva-Torres <[Sylvia-Silva-Torres@scusd.edu](mailto:Sylvia-Silva-Torres@scusd.edu)>, James Tucker <[James-Tucker@scusd.edu](mailto:James-Tucker@scusd.edu)>, Erin Hanson <[Erin-Hanson@scusd.edu](mailto:Erin-Hanson@scusd.edu)>, Suzanne McKelvey <[Suzanne-McKelvey@scusd.edu](mailto:Suzanne-McKelvey@scusd.edu)>, Yee Yang <[Yee-Yang@scusd.edu](mailto:Yee-Yang@scusd.edu)>, Eracleo Guevara <[Eracleo-Guevara@scusd.edu](mailto:Eracleo-Guevara@scusd.edu)>, Daniel McCord <[Daniel-McCord@scusd.edu](mailto:Daniel-McCord@scusd.edu)>, Richard Dixon <[Richard-Dixon@scusd.edu](mailto:Richard-Dixon@scusd.edu)>, Cory Jones <[Cory-Jones@scusd.edu](mailto:Cory-Jones@scusd.edu)>, Thu Le <[Thu-Le@scusd.edu](mailto:Thu-Le@scusd.edu)>, Daniel Hernandez <[Daniel-Hernandez@scusd.edu](mailto:Daniel-Hernandez@scusd.edu)>, Irene Eister <[IreneEi@scusd.edu](mailto:IreneEi@scusd.edu)>, Isabel Govea 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**Cc:** Mary HardinYOUNG <[Mary-HardinYoung@scusd.edu](mailto:Mary-HardinYoung@scusd.edu)>, Chad Sweitzer <[Chad-Sweitzer@scusd.edu](mailto:Chad-Sweitzer@scusd.edu)>, "Olga L. Simms" <[Olga-Simms@scusd.edu](mailto:Olga-Simms@scusd.edu)>, Tu Moua <[Tu-Moua@scusd.edu](mailto:Tu-Moua@scusd.edu)>, Christine Baeta <[Christine-Baeta@scusd.edu](mailto:Christine-Baeta@scusd.edu)>, "Ed Eldridge Strat. & Cont. Improvement" <[Ed-Eldridge@scusd.edu](mailto:Ed-Eldridge@scusd.edu)>, Vincent Harris <[Vincent-Harris@scusd.edu](mailto:Vincent-Harris@scusd.edu)>, Mikila Fetzer <[Mikila-Fetzer@scusd.edu](mailto:Mikila-Fetzer@scusd.edu)>, Jeannette Schroeder <[Jeannette-Schroeder@scusd.edu](mailto:Jeannette-Schroeder@scusd.edu)>, Vanessa Girard <[Vanessa-Girard@scusd.edu](mailto:Vanessa-Girard@scusd.edu)>

**Subject:** 2019-20 Common Assessments

Good afternoon principals,

We hope that you are doing well as you gear up for the start of school! Please see the first attachment that provides details of all of the required districtwide common assessments to be given during the 2019-20 school year (it is an excel spreadsheet for you to reformat as you would like). Please be sure to study the document carefully, as there are important implications for teachers at the start of the school year such as the reading assessments to be given, and the content of kindergarten math. As the Superintendent shared with us at the beginning of the month, our assessment schedule has been shared with SCTA (see second attachment and click on links). Please feel free to share the assessment calendar with teachers in a manner you deem appropriate. The district will be providing teacher directions electronically for all grade levels, as well as hard copy booklets of teacher directions and student assessments for foundational skills in grades K-2.

To support districtwide implementation of the assessments we will be hosting a principal meeting on September 11<sup>th</sup> from 8:30–10:30, so please mark your calendars. We will meet all together in the community rooms before breaking into segment groups (elementary & K-8; middle & high). This meeting is being planned based on the feedback we have received from site administrators and will include common messaging for us around the “why” of common assessments, how to administer the assessments, and how to best use the assessments to inform instruction.

Pertinent reasons for the use of common assessments in SCUSD are below:

- To monitor student progress to inform students, parents, teachers and administrators
- To provide schools/teacher teams with regular, up to date, objective data as we engage in cycles of continuous improvement
- To identify students for interventions and supports
- To inform programmatic decisions and student program placement (e.g. expanded learning summer program)
- To inform teaching and learning
- To inform professional learning needs
- To evaluate the effectiveness of programs/interventions

If you have any questions, please email [matt-turkie@scusd.edu](mailto:matt-turkie@scusd.edu)

Sincerely, Christine and Matt

<p>Christine Baeta   Chief Academic Officer Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824 (916) 643-2367   <a href="mailto:christine-baeta@scusd.edu">christine-baeta@scusd.edu</a></p>	<p>Matt Turkie Assistant Superintendent of Curriculum and Instruction Sacramento City Unified School District 5735 47th Avenue Sacramento CA 95824</p>
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**Academic Office Instructional Vision:** *As a community of learners, we strive to create positive and engaging environments where a rigorous, student-centered curriculum is central. Teachers use inquiry-based instruction and formative assessment practices to support ALL learners in maturing socially and in becoming disciplinary thinkers.*

**From:** David Fisher <dfisher@saccityta.com>  
**Sent:** Wednesday, August 28, 2019 12:09 PM  
**To:** Christine Baeta <Christine-Baeta@scusd.edu>  
**Cc:** Matt Turkie <Matt-Turkie@scusd.edu>; Cancy McArn <Cancy-McArn@scusd.edu>; Nikki Milevsky <nmilevsky@saccityta.com>; John Borsos <jborsos@cta.org>  
**Subject:** 2019-2020 School Year Assessments

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Hi Ms. Baeta,

We understand that an Assessment memo has been circulated to principals and to some teachers. You should be aware that we have a signed, enforceable MOU that requires that the parties "will jointly develop and mutually agree to the development of a process for monitoring student progress..."

We emailed the Superintendent on August 8<sup>th</sup> to let him know that the attached MOU must be followed and are disappointed that the District has apparently decided to proceed in an unlawful manner instead of engaging in the process required in the MOU.

We therefore are not agreeing to the schedule unilaterally developed by the District and demand the District follow the process outlined in the MOU to mutually develop the process for monitoring student progress.

Please reach out to us to begin a process of mutually developing a process for monitoring student progress.

Sincerely,

**David Fisher**  
President **SCTA**  
**Phone: 916-452-4591**  
**Fax: 916-452-4675**



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

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Mai Vang  
Trustee Area 5

Olivia Ang-Olson  
Student Board Member

September 3, 2019

Sent Via E-mail to [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

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

Re: 2019-2020 School Year Assessments

Dear Mr. Fisher:

I am in receipt of your August 28, 2019 email, in which you allege that the Sacramento City Unified School District (“District”) is proceeding in violation of the November 13, 2016 Memorandum of Understanding (“MOU”), because the Sacramento City Teachers Association (“SCTA”) and the District have not yet jointly and mutually agreed to the development of a process for monitoring student progress. Paragraph 9 of the MOU specifically states:

*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 in Paragraph 3 above that apply for the 2016-2017 school year.*

The MOU only refers to the 2016-2017 school year, and there is otherwise no indication that SCTA and the District intended the MOU to continue indefinitely. Still, acting in good faith, the District has continued to work diligently to involve SCTA in decisions regarding student assessments. As demonstrated in the attached appendix, during the 2016-2017 school year, the District afforded SCTA leaders seven (7) opportunities to participate in assessment schedule decisions, consistent with the MOU. While assessment discussions subsided during the 2017-2018 school year, in 2018-2019, the District reached out the SCTA leaders six (6) times to offer SCTA the opportunity to participate in a dialogue around student assessments. At no time in either the 2017-2018 or 2018-2019 school years did SCTA provide an alternative proposal regarding assessments despite the District’s request for such. Over the last three years, SCTA leaders have had total of thirteen (13) opportunities to engage with the District and meaningfully participate in the decision-making process around administering student assessments.

As outlined in my August 5, 2019 letter, assessing our students' performance is a critical element of ensuring educational progress and meeting the individual needs of all our students. The District community cannot afford to wait any longer. This is especially true for our District as our students come from diverse socioeconomic, racial and ethnic backgrounds, and have varying and unique academic needs. Community leaders and District partners continue to call on the District to improve student learning and educational opportunities for all students, especially students whose families have fewer educational resources. The most clear and direct strategy for supporting our students includes the opportunity to assess their academic progress throughout the school year.

Further, oversight agencies such as the federal Office of Civil Rights ("OCR") have emphasized the negative impact on District students caused by the District's lack of multiple assessment measures for GATE identification, particularly to students from traditionally under-served and under-represented student groups (see Appendix). With these considerations in mind, the District moved forward with implementing non-state-mandated assessments in May of 2019. Because we administered these local assessments, 758 1st and 3rd grade students were identified as GATE-eligible and 514 English Learner students were reclassified at the end of the 2018-19 academic year thereby ensuring that these students are able compete effectively with English-speaking peers in mainstream classes.

Sac City Unified has for too long accepted the status quo of unacceptably low student outcomes that disproportionately impact our students of color, our economically disadvantaged students, and our students with disabilities. The District is now moving forward with the assessment schedules because such assessments are required by law, and necessary for the District to effectively serve its students, a duty which the District believes is of utmost importance. I hope SCTA leaders will join us in this renewed focus to student achievement.

Sincerely,



Jorge A. Aguilar  
Superintendent

## Appendix

### Timeline Regarding Assessment Discussions between the District and SCTA

#### **2016-2017 School Year**

- **November 30, 2016:** The District and SCTA signed the MOU, agreeing to form an assessment committee no later than January 9, 2017, consisting of representatives designated by SCTA and the District, to develop a comprehensive and balanced system for monitoring student progress for the remainder of the 2016-2017 school year.
- **January 18, 2017-February 27, 2017:** An assessment committee met three times, and no consensus was reached.
- **March 17, 2017:** The District sent a request to SCTA for another assessment committee meeting and SCTA refused to respond until after a teacher contract mediation date was set (such a contingency did not excuse compliance with the MOU).
- **March 21, 2017:** SCTA again refused to commit to an assessment committee meeting, pending the scheduling of a teacher contract bargaining date.
- **April 2017:** The assessment committee met again, yet no consensus was reached.
- **June 2017:** The assessment committee met again, yet no consensus was reached.

#### **2017-2018 School Year**

- **February 2018:** Nine months later, in February 2018, the District decided to implement, without challenge from SCTA, assessments for English Learners Resignation and for Gifted And Talented Education (“GATE”) identification purposes for the end of the 2017-2018 school year.

#### **2018-2019 School Year**

- **November 13, 2018:** Superintendent Aguilar wrote to Mr. Fisher, explaining his grave concerns regarding the student achievement outcomes, the lack of consistent student assessments, and the assessment directives shared by the United States Department of Education, Office of Civil Rights (“OCR”). Superintendent Aguilar asked that SCTA inform the District of any disagreement with the assessment plan for the 2018-2019 school year, requesting a reply by November 16, 2018. Superintendent Aguilar requested that SCTA provide its own proposal for an assessment plan for the District to consider. The District’s goal in communicating with SCTA was to receive timely input regarding the planned assessments and thus support from SCTA to close any gaps related to monitoring of student progress.
- **November 14, 2018:** SCTA responded to the District via email by Mr. Fisher to Superintendent Aguilar. SCTA expressed its willingness to resume assessment committee meetings, refusing to consider the District’s assessment plan provided to

SCTA on November 13, 2018, except to express its lack of mutual agreement on “a number of assessments” contained in the letter.

- **November 16, 2018:** The District received a letter from OCR expressing its concern with the reduction of scheduled local assessments during the 2016-17 and 2017-18 school years, the timeframe immediately following the parties’ signing of the MOU, and its impact on students’ access to the District’s GATE program.
- **November 26, 2018:** In an effort to hear SCTA’s feedback, the District wrote to SCTA, inviting SCTA to meet and discuss assessments. The District proposed four meeting dates for the month of December: Monday, December 3 2018; Friday, December 7 2018; Tuesday December 11, 2018; and Wednesday December 12, 2018.
- **December 21, 2018:** SCTA responded to the District’s November 26, 2018 letter, after all the District’s proposed dates had already passed, and instead proposed a meeting on Tuesday January 15, 2019.
- **January 9, 2019:** The District responded to SCTA, confirming acceptance of the January 15, 2019 meeting date. The District also requested, as it had on November 13th and November 26, 2018, that SCTA provide any proposed assessment plans prior to the January 15, 2019 meeting.
- **January 15, 2019:** Another meeting was held, and again no consensus was reached. SCTA requested copies of all planned assessments.
- **January 22, 2019:** The District sent a letter to SCTA where it provided the assessment information to SCTA that was requested at the January 15, 2019 meeting. The District also requested to schedule the next meeting on assessments, and proposed to meet on either January 29, 2019 or January 30, 2019. The District asked for confirmation regarding availability and/or alternative dates by January 25, 2019.
- **April 24, 2019:** After receiving no response to its January 22, 2019 correspondence, the District sent a letter to SCTA informing SCTA that the District would be administering student math assessments to determine math placements, as well as assessments to identify students for the GATE program, and to identify students for the English Learners Resignation. Again, SCTA did not respond.
- **May 2019:** The District implemented limited non-state-mandated assessments.
- **August 5, 2019:** The District sent a letter to SCTA providing links to past communications regarding the urgency to assess progress of student achievement. The District emphasized the need to move forward on this assessment path.
- **August 28, 2019:** SCTA responds to the District’s August 5, 2019 letter via e-mail where it attaches the 2016 MOU, and stating SCTA does not agree to the schedule unilaterally developed by the District and demands the District follow the process outlined in the MOU to mutually develop the process for monitoring student progress.

Memorandum of Understanding (MOU)

Monitoring of Student Progress



## MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

---

### Monitoring of Student Progress


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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:

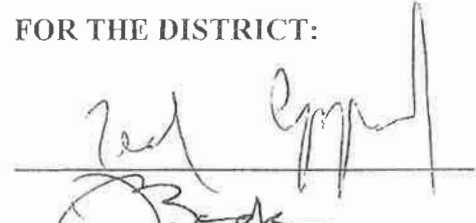
1. The District and the Association agree that testing should be meaningful and useful.
2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. 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.

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 7<sup>th</sup> to December 16<sup>th</sup> only. Any future District-wide assessment and/or other process for monitoring student progress will be jointly developed and mutually agreed according to 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:**

  
\_\_\_\_\_  
\_\_\_\_\_  
11/30/16

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
\_\_\_\_\_  
4/30/16

November 13, 2018

Superintendent Aguilar to Mr. Fisher 2018-19 Assessment  
Plan



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

November 13, 2018

**BOARD OF EDUCATION**

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

Jessie Ryan  
President  
Trustee Area 7

Darrel Woo  
Vice President  
Trustee Area 6

Michael Minnick  
2<sup>nd</sup> 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

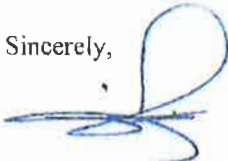
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually. 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/intsscomponents.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**

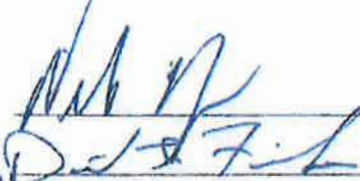
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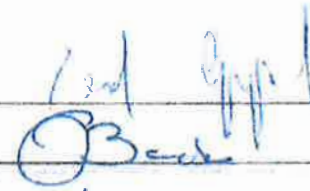
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**FOR THE ASSOCIATION:**

  
\_\_\_\_\_

11/30/16

**FOR THE DISTRICT:**

  
\_\_\_\_\_

11/30

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 1	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
SUSD 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 5-18
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 5-18
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 5-18
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
SUSD (ORDINARY) 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



November 14, 2018

SCTA Response to District

**From:** David Fisher <dfisher@saccityta.com>  
**Sent:** Wednesday, November 14, 2018 3:40 PM  
**To:** Superintendent <Superintendent@scusd.edu>  
**Cc:** Iris Taylor <Iris-Taylor@scusd.edu>; Lisa Allen <Lisa-Allen@scusd.edu>; Cancy McArn <Cancy-McArn@scusd.edu>  
**Subject:** RE: Assessment Memorandum of Understanding (MOU)

Dear Mr. Aguilar,

In response to your letter of November 13, 2018, regarding the "Assessment Memorandum of Understanding (MOU)", the committee that is set forth in the agreement last met in the spring, and since then the District has given no indication of its intention or desire to reconvene the committee.

Please be advised that upon request, SCTA is prepared once again to resume committee meetings. Following the provisions of the MOU (particularly calling your attention to paragraphs 3 and 8), it is through the committee that "the parties will develop and mutually agree to the development of a process for monitoring student progress. . ."

We are unaware of there being "mutual agreement" on a number of assessments contained in your letter, nor are we aware of the District requesting to meet about those same assessments.

Unless there is a signed understanding of any agreement, therefore, there is not mutual agreement.

Unfortunately, once again, we feel it necessary to call attention to the District's non-cooperative, top-down style of leadership, the exact kind of unilateral decision making this MOU was designed to mitigate against.

We await your request to reconvene the Committee to develop a mutually agreeable process for properly monitoring student progress, including universal screeners as part of a multi-tiered system of support.

Regards,

**David Fisher**  
**President SCTA**  
Phone: 916-452-4591  
Cell: 916-612-5106

**From:** Superintendent [<mailto:Superintendent@scusd.edu>]  
**Sent:** Tuesday, November 13, 2018 5:18 PM  
**To:** David Fisher  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** Assessment Memorandum of Understanding (MOU)

Dear Mr. Fisher,

Please see attached correspondence.

Thank you.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District

November 16, 2018

District Received OCR Concerning Reduction of  
Scheduled Local Assessments during 2016-17 and  
2017-18



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

50 UNITED NATIONS PLAZA  
MAIL BOX 1200; ROOM 1545  
SAN FRANCISCO, CA 94102

REGION IX  
CALIFORNIA

November 16, 2018

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, California 95824-4528

(In reply, please refer to Docket # 09-14-1190.)

Dear Superintendent Aguilar:

On August 12, 2014, the Sacramento City Unified School District (District) signed a Resolution Agreement with the Office for Civil Rights (OCR) under the above-referenced docket number. As part of the Agreement, the District committed to provide all students in the District an equal opportunity to participate in the District gifted and talented education (GATE) program. The District agreed to analyze data for GATE program eligibility Districtwide and, based on the review, to implement strategies to increase equal access to the GATE program for all groups of students who were underrepresented in enrollment.

The District has provided OCR with documentation of the GATE testing and qualification of students in the first and third grades during each of the past five years, broken down by race and ethnicity. The data show that a substantial disparity in GATE eligibility between African American, Latino, and English learner students and white students during the 2013-14 and 2014-15 school years. The District significantly reduced this disparity during the 2015-16 school year, due in large part to an increased number of opportunities for students to demonstrate their ability and achievement, through multiple administration of local assessments each year, as well as through universal screening of students in first and third grades. These strategies were closely aligned with the District's review of its GATE data, in compliance with the District's agreement with OCR.

According to the information provided to OCR, the District reduced the schedule of local assessments during the 2016-17 and 2017-18 school years, and assessments that measured academic achievement were administered only once during each of those years. OCR's review of the GATE eligibility data for those years show that disparities have again increased, especially between African American and white students. In particular, OCR notes in the 2017-18 school year, only 3.6% of GATE students identified in 1<sup>st</sup> grade were African-American, even though they represent 14.4% of the population.

As we discussed in our meeting with you on November 8, 2018, OCR is concerned that the District has not taken all necessary steps to provide all students, regardless of race or national origin, with equal access to the District's GATE program, as required by the Resolution Agreement. The District's current GATE eligibility process relies on a combination of ability and achievement testing, with the latter captured in site-based assessments in math and language arts. Having only a single data point on achievement testing, because of the District's current restrictions on assessment, gives students fewer opportunities to demonstrate their eligibility for GATE services, and significant disparities remain.

We look forward to further discussion with you about the District's GATE program and an to additional data to be provided by January 15, 2019.

If you have any questions about this letter, please contact me at (415) 486-5513 or Katherine Riggs, Civil Rights Attorney, at 415-486-5544.

Sincerely,



Ava De Almeida Law  
Acting Team Leader

November 26, 2018

District Invites SCTA to Meet and Discuss Assessments  
Proposing Four Meeting Dates



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

November 26, 2018

**BOARD OF EDUCATION**

*Sent Via Email (dfisher@saccityta.com)*

*Jessie Ryan  
President  
Trustee Area 7*

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

*Darrel Woo  
Vice President  
Trustee Area 6*

**Re: Assessment Committee**

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

Dear Mr. Fisher:

*Jay Hansen  
Trustee Area 1*

Please consider this letter as the District's offer to meet and convene the Assessment Committee that has been previously referenced in correspondence between SCUSD and SCTA. These meetings are especially important because the Office of Civil Rights ("OCR") recently issued the attached letter to the District expressing concern over the negative impact to students caused by the inability to use multiple assessment measures for GATE identification. As you are aware, I made reference to a recent meeting with OCR and expected further communication from them. As mentioned in their letter, OCR is concerned that: "having only a single data point on achievement testing, because of the District's current restrictions on assessment, gives students fewer opportunities to demonstrate their eligibility for GATE services, and significant disparities remain." Beyond GATE certification, our English Learner redesignation process relies on a single data point on achievement testing as a result of this MOU which we plan to discuss with you.

*Ellen Cochrane  
Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

Staff is available on the following dates and times to meet:

- Monday, December 3, 2018 at 3:30
- Friday, December 7, 2018 at 3:30
- Tuesday, December 11, 2018 at 3:30
- Wednesday, December 12, 2018 at 4:00

*Rachel Halbo  
Student Board Member*

Please inform us which of these dates work best for you. As noted in the communication dated November 13, 2018 and attached here, we have provided SCTA with the assessments the District has identified for administration for the 2018-2019 school year. We request that SCTA submit any assessments that they would like us to consider *prior* to any selected meeting dates.

We would appreciate a response to this request by Friday, November 30, 2018.

Sincerely,

Jorge A. Aguilar  
Superintendent

Attachments





**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](mailto:dfisher@saccityta.com)

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Rachel Halbo  
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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

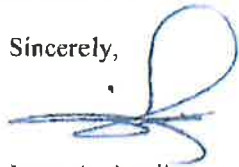
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually. 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 I earners 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 commence 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

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**Monitoring of Student Progress**

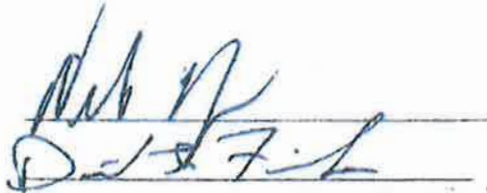
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The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as 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.

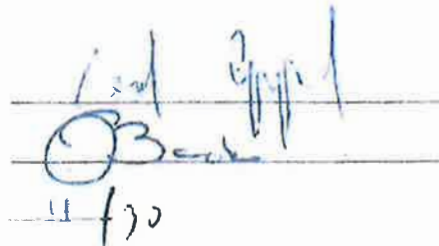
4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students 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 7<sup>th</sup> to December 16<sup>th</sup> only. Any future District-wide assessment and/or other process for monitoring student progress will be jointly developed and mutually agreed according to 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	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
SUBDISTRICT 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-8	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 5-13
3-8	ELA Interim #2 - Curriculum embedded	Dec 13-21
3-8	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
8	Math Test 1 Topics 1-3 - Curriculum embedded	Oct. 22-Nov. 2
8	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
8 and HS	Math Placement GR 8 & Math 1	May 6 - June 7
8 and 9	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 26
DISTRICT/UNIFIED 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 8 through 10 and May 13 through 17



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

50 UNITED NATIONS PLAZA  
MAIL BOX 1200; ROOM 1545  
SAN FRANCISCO, CA 94102

REGION IX  
CALIFORNIA

November 16, 2018

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, California 95824-4528

(In reply, please refer to Docket # 09-14-1190.)

Dear Superintendent Aguilar:

On August 12, 2014, the Sacramento City Unified School District (District) signed a Resolution Agreement with the Office for Civil Rights (OCR) under the above-referenced docket number. As part of the Agreement, the District committed to provide all students in the District an equal opportunity to participate in the District gifted and talented education (GATE) program. The District agreed to analyze data for GATE program eligibility Districtwide and, based on the review, to implement strategies to increase equal access to the GATE program for all groups of students who were underrepresented in enrollment.

The District has provided OCR with documentation of the GATE testing and qualification of students in the first and third grades during each of the past five years, broken down by race and ethnicity. The data show that a substantial disparity in GATE eligibility between African American, Latino, and English learner students and white students during the 2013-14 and 2014-15 school years. The District significantly reduced this disparity during the 2015-16 school year, due in large part to an increased number of opportunities for students to demonstrate their ability and achievement, through multiple administration of local assessments each year, as well as through universal screening of students in first and third grades. These strategies were closely aligned with the District's review of its GATE data, in compliance with the District's agreement with OCR.


According to the information provided to OCR, the District reduced the schedule of local assessments during the 2016-17 and 2017-18 school years, and assessments that measured academic achievement were administered only once during each of those years. OCR's review of the GATE eligibility data for those years show that disparities have again increased, especially between African American and white students. In particular, OCR notes in the 2017-18 school year, only 3.6% of GATE students identified in 1<sup>st</sup> grade were African-American, even though they represent 14.4% of the population.

As we discussed in our meeting with you on November 8, 2018, OCR is concerned that the District has not taken all necessary steps to provide all students, regardless of race or national origin, with equal access to the District's GATE program, as required by the Resolution Agreement. The District's current GATE eligibility process relies on a combination of ability and achievement testing, with the latter captured in site-based assessments in math and language arts. Having only a single data point on achievement testing, because of the District's current restrictions on assessment, gives students fewer opportunities to demonstrate their eligibility for GATE services, and significant disparities remain.

We look forward to further discussion with you about the District's GATE program and an to additional data to be provided by January 15, 2019.

If you have any questions about this letter, please contact me at (415) 486-5513 or Katherine Riggs, Civil Rights Attorney, at 415-486-5544.

Sincerely,



Ava De Almeida Law  
Acting Team Leader

December 21, 2018

SCTA Responds to District's November 26, 2018 Letter  
Proposing a Meeting Date on Tuesday, January 15, 2019



---

**From:** David Fisher <dfisher@saccityta.com>  
**Sent:** Friday, December 21, 2018 4:42 PM  
**To:** Superintendent  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** RE: Assessment Committee

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Superintendent Aguilar,

We are available to meet with our Assessment Committee and District representatives on Tuesday, January 15<sup>th</sup> 4:00 at SCTA.

Regards,

**David Fisher**  
**President SCTA**  
**Phone: 916-452-4591**  
**Cell: 916-612-5106**

---

**From:** David Fisher  
**Sent:** Friday, November 30, 2018 10:31 AM  
**To:** 'Superintendent'  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** RE: Assessment Committee

Superintendent Aguilar,

Thank you for your letter. We will be conferring with our Rep Council next week and will get back to you with dates soon after,

Thank you,

**David Fisher**  
**President SCTA**  
**Phone: 916-452-4591**  
**Cell: 916-612-5106**

---

**From:** Superintendent [mailto:Superintendent@scusd.edu]  
**Sent:** Monday, November 26, 2018 5:45 PM  
**To:** David Fisher  
**Cc:** Iris Taylor; Lisa Allen; Cancy McArn  
**Subject:** Assessment Committee

Dear Mr. Fisher,

Please see attached correspondence.

Thank you.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District

January 9, 2019

District Responds Accepting Meeting Date of January 15,  
2019



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

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*Rachel Halbo  
Student Board Member*

January 9, 2019

*Sent Via Email (dfisher@saccityta.com)*

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

**Re: Assessment Committee**

Dear Mr. Fisher:

This letter follows up on the District's letter of November 26, 2018 wherein we proposed four meeting dates in December to discuss the institution of needed District Assessments. On December 21, 2018, SCTA proposed an Assessment Committee meeting on January 15, 2019. The District hereby confirms acceptance of this proposed Assessment Committee meeting at SCTA on January 15, 2019 at 4:00 pm.

We again request that you provide any proposed assessment plans **prior** to the January 15, 2019 committee meeting as we have made this same request on November 13 and November 26, 2018. For your reference, attached is the District's proposal which we previously sent to you.

We look forward to meeting with you to discuss your proposal.

Sincerely,

Jorge A. Aguilar  
Superintendent

Attachment

CALIFORNIA MANDATED ASSESSMENTS		
Gr Lvl/s	Assessment / Data Point	Assessment Window
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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

January 22, 2019

District Sends Letter to SCTA Providing Assessment Information that was Requested. District also asks to Schedule the Next Meeting



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

*Iris Taylor, Ed.D., Chief Academic Officer*

January 22, 2019

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Trustee Area 3*

*Mai Vang  
Trustee Area 5*

*Rachel Halbo  
Student Board Member*

*Sent Via Email (dfisher@saccityta.com)*

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

**RE: Assessment Committee**

Dear Mr. Fisher,

When the Assessment Committee met on 01/15/19, SCTA requested copies of all planned assessments. The proposed math and ELA assessments can be found at the Google folder at the link below:

[Assessment Information for SCTA Spring 2019](#)

We would like to schedule the next Assessment Committee meeting and are available on either of the following:

- Tuesday 1/29/19 at 4:00 at Serna
- Wednesday, 1/30/19 at 4:00 at Serna

Please reply by Friday 1/25/19 letting us know your availability or to propose alternative meeting dates.

Sincerely,

Iris Taylor, Ed.D.  
Chief Academic Officer  
Sacramento City Unified School District  
5735 47<sup>th</sup> Ave  
Sacramento, CA 95824  
916-643-9086

April 24, 2019

After Receiving No Response to the January 22, 2019 Letter, District Sends Letter to SCTA Informing them District would be Administering Math Assessments to Determine Math Placement





**OFFICE OF THE SUPERINTENDENT**

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*Jorge A. Aguilar, Superintendent*

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*Leticia Garcia  
Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

*Rachel Halbo  
Student Board Member*

April 24, 2019

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

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

Re: English Learner/Math Assessments

Dear Mr. Fisher:

Consistent with state and federal mandates, District policies and regulations, and long-standing past practice, the Sacramento City Unified School District (“District”) will be administering the following student assessments in the subject of math to determine math placement and GATE identification and ELA for the purposes of re-designation of English Learners and GATE identification:

Assessment	Assessment Window
Pearson EnVision Enhanced Math Assessment (Grades 1, 3)	April 29 <sup>th</sup> – May 17 <sup>th</sup>
Mathematics Diagnostic Testing Program (Grade 6)	April 29 <sup>th</sup> – May 10 <sup>th</sup>
Math 1 End of Course Exam (All students taking Math 1)	May 6 <sup>th</sup> – June 13 <sup>th</sup>
Benchmark Advanced ELA Interim Assessment 4 (Grades K, 1, 2, 3) and Pearson My Perspectives End of the Year ELA Assessment (Grades 10,11).	April 29 <sup>th</sup> – May 17 <sup>th</sup>

As the District has previously communicated to you, the District is required by law and District policies to consistently monitor student progress and to use that information to ensure that students are receiving appropriate educational support and services. These assessments are also used to inform parents/guardians how their children are progressing towards grade-level readiness and to identify areas of need for additional support. Please let me know if you have any questions or concerns.

Thank you for your attention to this matter.

Sincerely,  


Jorge A. Aguilar  
Superintendent

August 5, 2019

District Sends Letter to SCTA Providing Links to Past Communications



## OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

August 5, 2019

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

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Trustee Area 5

*Olivia Ang-Olson*  
Student Board Member

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

Re: 2019-2020 School Year Assessments

Dear Mr. Fisher:

With less than a month left before the start of the 2019-2020 school year, the District remains committed to working with the leaders of the Sacramento City Teachers Association (“SCTA”) to provide students with the greatest possible opportunities to reach their full potential. As you know, [we have been in regular communication with you regarding the urgency to assess progress of student achievement in order to better respond to our students’ needs.](#) Consistent with state and federal mandates, District policies and regulations, and long-standing past practice, we intend to administer student formative and interim assessments during the 2019-20 school year [as listed in the attached schedule.](#) This schedule is similar to the one [previously sent in November 2018.](#)

It is simply crucial that we move forward on this assessment path because, as you know, assessing our student performance is a critical element of ensuring educational progress and meeting the individual needs of all of our students. Information from student assessments allows our educators to identify students who may need additional academic support, those who could be reclassified from English Learner to English Proficient, appropriate course placement for students at certain grades, and those who may qualify for specialized programs such as Gifted and Talented Education (“GATE”).

In addition to the above, the value of ongoing assessments as part of a comprehensive system of teaching and learning is widely accepted and recognized by the California Department of Education and educational experts. Whereas year-end assessments are summative in nature and are used to provide an assessment of learning, interim assessments can be used to facilitate learning via their check-in and feedback value. The California Department of Education has formally promoted the use of formative and interim/benchmark assessments and has reiterated since 2014-2015 the use of frequent assessments in its Smarter Balanced (SBAC) and related trainings.

In their seminal study *Assessment for Learning: Beyond the Black Box (1999)*, Leading educational researchers Black and Wiliam listed the following top five (5) reasons educators have a professional obligation to administer formative / interim assessments:

1. Feedback to pupils;
2. Involvement and engagement of pupils in their own learning;
3. Adjustment of teaching to take account of the results of assessment;
4. Influence that assessment has on the motivation and self-esteem of pupils, both of which are crucial influences on learning; and
5. Self-assessment opportunities to pupils to help them understand how to improve.

Again, as stated above and in our previous correspondences, the District is required by law and District policies to consistently monitor student progress and to use that information to ensure that students are receiving appropriate educational support and services. These assessments are critical for informing parents/guardians how their children are progressing towards grade-level readiness and to identify areas of need for additional support. They also allow District staff to ensure that *all* students district-wide have equal access to educational programs that meet their unique needs. Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,

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

Jorge A. Aguilar  
Superintendent

August 28, 2019

SCTA Responds to August 5, 2019 Letter

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**Subject:** FW: 2019-2020 School Year Assessments  
**Attachments:** assessment mou 11-30-16.pdf

**From:** David Fisher <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>  
**Sent:** Wednesday, August 28, 2019 12:09 PM  
**To:** Christine Baeta <[Christine-Baeta@scusd.edu](mailto:Christine-Baeta@scusd.edu)>  
**Cc:** Matt Turkie <[Matt-Turkie@scusd.edu](mailto:Matt-Turkie@scusd.edu)>; Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Nikki Milevsky <[nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com)>; John Borsos <[jborsos@cta.org](mailto:jborsos@cta.org)>  
**Subject:** 2019-2020 School Year Assessments

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Hi Ms. Baeta,

We understand that an Assessment memo has been circulated to principals and to some teachers. You should be aware that we have a signed, enforceable MOU that requires that the parties "will jointly develop and mutually agree to the development of a process for monitoring student progress..."

We emailed the Superintendent on August 8<sup>th</sup> to let him know that the attached MOU must be followed and are disappointed that the District has apparently decided to proceed in an unlawful manner instead of engaging in the process required in the MOU.

We therefore are not agreeing to the schedule unilaterally developed by the District and demand the District follow the process outlined in the MOU to mutually develop the process for monitoring student progress.

Please reach out to us to begin a process of mutually developing a process for monitoring student progress.

Sincerely,

**David Fisher**  
**President SCTA**  
**Phone: 916-452-4591**  
**Fax: 916-452-4675**

**MEMORANDUM OF UNDERSTANDING**

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

And

**SACRAMENTO CITY TEACHERS ASSOCIATION**

Concerning

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**Monitoring of Student Progress**

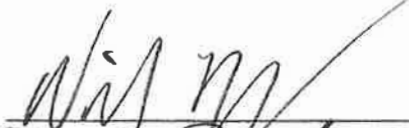

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The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as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

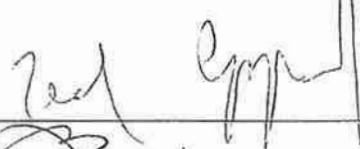

1. The District and the Association agree that testing should be meaningful and useful.
2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. 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.

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 7<sup>th</sup> to December 16<sup>th</sup> 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:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
11/30/16

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
4/30/17



**From:** Borsos, John [<mailto:JBorsos@cta.org>]  
**Sent:** Monday, September 09, 2019 11:04 AM  
**To:** Jorge Aguilar  
**Cc:** Fisher, David; [nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com); Raoul Bozio  
**Subject:** Request to Convene Fact-Finding Panel Per "Monitoring of Student Progress" November 2016 MOU

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Mr. Aguilar:

We are in receipt of your communication of September 3 concerning the District's intention to impose unilaterally and unlawfully a series of District-wide assessments in violation of our November 30, 2016 Memorandum of Understanding, "Monitoring of Student Progress," which is attached.

Your letter misstates a number of crucial facts, but does confirm that the District has not abided by the November 2016 MOU.

According to the provisions of Section 3 (a) and 3 (b), SCTA is invoking the expedited Dispute Resolution provision of this agreement and demands that "expedited three (3) person fact-finding panel" be convened.

Please identify the District's panelist so that we may jointly select the neutral third party.

Additionally, we further demand that any [District-wide assessments](#) be put on hold, until this matter is resolved.

Sincerely,

John Borsos



## OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

September 12, 2019

### BOARD OF EDUCATION

*Jessie Ryan  
President  
Trustee Area 7*

*Darrel Woo  
Vice President  
Trustee Area 6*

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

*Lisa Murawski  
Trustee Area 1*

*Leticia Garcia  
Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

*Olivia Ang-Olson  
Student Board Member*

Sent via email to: [JBorsos@cta.org](mailto:JBorsos@cta.org)

Mr. John Borsos  
Sacramento City Teachers Association (SCTA)  
5300 Elvas Avenue  
Sacramento, CA 95819

Dear Mr. Borsos:

I am in receipt of your September 9, 2019 email requesting to invoke section 3(a) and (b) of a November 2016 Memorandum of Understanding signed by Superintendent Banda related to assessments for the 2016-17 school year. [Given that the District's good faith and timely efforts to meet with SCTA relative to this issue were attempted at various points during the 2016-17 school year, and subsequently throughout 2017-2018 and 2018-2019 in an effort to continue to work with SCTA leaders on this issue,](#) and that SCTA has consistently refused to meet with the District, identify any negotiable impacts related to assessments, or offer other proposals related to assessments, the District has determined to again implement critical District-wide assessments to ensure that *all* of our students are provided with educational programs that meet their individual needs.

While the District remains open to hearing any specific effects that SCTA leaders believe are negotiable on this matter, just as we have over the past three years, we do not agree to invoke the fact-finding process of the 2016-2017 MOU. The District cannot continue to put assessments on hold until this matter is resolved because our students should not have to wait another two or three years for comprehensive and consistent District-wide assessments that will allow the District to comply with state and federal mandates that require that our students receive educational services tailored to their individual needs.

We hope that SCTA will work with the District on this critical mission of improving student learning through enhanced educational opportunities.

Sincerely,

Jorge A. Aguilar  
Superintendent



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

September 23, 2019

*Jessie Ryan  
President  
Trustee Area 7*

Sent Via E-mail to [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

*Darrel Woo  
Vice President  
Trustee Area 6*

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

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

Re: 2019-2020 School Year Assessments

*Lisa Murawski  
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia  
Trustee Area 2*

It has recently come to my attention that leaders of the Sacramento City Teachers Association (“SCTA”), through weekly SCTA Messengers and correspondence to employees by certain SCTA site representatives, have directed employees not to administer the District-wide assessments for the 2019-20 school year because those assessments have not been agreed to by SCTA.

*Christina Pritchett  
Trustee Area 3*

We understand that SCTA leaders have a different understanding to the Memorandum of Understanding on Monitoring of Student Progress (“MOU”) that was signed by former Superintendent Banda and SCTA in November 2016. While SCTA leaders have claimed that the District has “backtracked” on this MOU, our perspective is quite different. [As you know, that MOU was signed in November 2016 and references assessments for the 2016-17 school year.](#) A key term of the MOU was to establish an Assessment Committee consisting of representatives from the District and SCTA. Paragraph 9 of the MOU provided:

*Mai Vang  
Trustee Area 5*

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 in Paragraph 3 above that apply for the 2016-2017 school year.

*Olivia Ang-Olson  
Student Board Member*

Under the MOU, the District and SCTA committed to working together on assessments for the 2016-17 school year. There is no indication in the language of the MOU that the MOU was expected to continue indefinitely. This is evidenced by the several references to the 2016-17 school year in the MOU.

Still, acting in good faith the District attempted to work diligently to involve SCTA in discussions on student assessments. SCTA leaders were given at least seven (7) opportunities to participate in assessment discussions through the assessment committee during the 2016-17 school year, consistent with the MOU. More specifically, on two occasions during the 2016-17 school year, SCTA refused to respond to the District's request to convene an assessment committee meeting claiming it would not meet until bargaining dates were scheduled. While there were limited discussions on assessments during the 2017-2018 school year, the District moved forward with assessments for English Learner Redesignation and Gifted and Talented Education ("GATE") identification.

In 2018-2019, the District reached out the SCTA leaders six (6) times and offered SCTA the opportunity to participate in a dialogue about student assessments prior to the District implementing certain District-wide assessments in May 2019. Despite the District's request to provide any proposed assessment plans during the 2018-2019 school year, SCTA did not do so. SCTA also failed to respond to several of the District's requests to meet to hear from SCTA on assessments. As it did in the 2017-18 school year, the District again in 2018-19 administered assessments for English Learner Redesignation and GATE identification, as well as adding assessments for math placements.

Over the last three years, SCTA leaders have had thirteen (13) opportunities to engage with the District and meaningfully participate in the decision-making process around administering student assessments and either did not respond to District requests to meet, refused to meet, or met and rejected the District's assessment plan without providing any alternate ideas for the District to consider. Thus, the District believes it has more than followed the terms of the MOU by allowing SCTA opportunities to meet with the District to discuss assessments well after the 2016-17 school year to which the MOU applied.

As you may know, a well-recognized tenant of employee-employer labor relations is the concept of "obey now, grieve later." "Most arbitrators take the position that employees must not take matters into their own hands, but must obey orders and carry out their assignments, even when they believe those assignments are in violation of the agreement, and then turn to the grievance procedure for relief." (Elkouri & Elkouri, *How Arbitration Works*, Ch. 5.14.B (8<sup>th</sup> Ed. 2016).) SCTA leaders directing District employees not to implement the District-wide assessments consistent with the assessments schedule provided to SCTA by the District on August 5, 2019 violates this common principle of labor relations. To the extent that employees refuse to follow directives and administer assessments, the District will review those situations and determine appropriate action. SCTA filed a grievance on this issue on September 18, 2019 and a Level I Grievance Meeting has been scheduled for October 7, 2019.

As you know, our District's students come from diverse socioeconomic, racial and ethnic backgrounds, and have varying and unique academic needs. Community leaders and District partners continue to call on the District to improve student learning and educational opportunities for all students, especially students whose families have fewer educational resources. The most clear and direct strategy for supporting our students includes the opportunity to evaluate their academic progress throughout the school year. Our District is

again an outlier on the issue of district-wide assessments by offering few, if any, District-wide assessments to monitor student progress.

Furthermore, oversight agencies such as the federal Office of Civil Rights (“OCR”) have emphasized the negative impact on District students caused by the District’s lack of multiple assessment measures for GATE identification, particularly to students from traditionally under-served and under-represented student groups. The Council of Great City Schools (“CGCS”), in its 2017 report entitled “Improving Special Education Services in the Sacramento City Unified School District” (“CGCS Report”), found that assessment of student progress is critical, specifically noting:

In a functioning MTSS framework, schools have systems in place to identify the needs of all students, as well as systems to monitor and evaluate progress throughout the school year, using multiple data measures (e.g., district assessments, attendance, suspension, grades, number of office referrals, etc.). Data are analyzed, and differentiated instruction and intervention are delivered. Teachers and leaders regularly review and monitor student progress to determine trends and identify instructional adjustments needed for remediation, intervention, and acceleration. (CGCS Report, page 11)

The CGCS Report noted opportunities for improvement within the District including:

**Data Collection and Usage.** The following data-related issues merit attention, including several of which district representatives are aware: a dashboard without early warning capability; benchmark assessments that are not evidence-based and provided at reasonable intervals; a lack of written protocols and practices for data-based problem-solving of student needs; and a lack of access to universal screeners and progress monitoring tools. (CGCS Report, page 24)

**a. Implementation Plan.** Have the district MTSS leadership team evaluate its current program infrastructure as it develops its MTSS framework and implementation plan, e.g., universal screeners, formative assessments, standard protocols for intervention/support, curricular materials, supplemental and intensive resources, data platforms, use of data, professional learning, budget allocations, etc. Embed universal design for learning (UDL) into the MTSS framework, and incorporate the areas discussed below. As a part of the plan include benchmark and on-going district wide and school-based progress monitoring to support the evaluation of MTSS implementation. When finalized, post the MTSS implementation plan on the district’s website along with relevant links to district information/resources, and publicly available resources. Ensure that the district’s Strategic Plan intentionally embeds and utilizes the MTSS framework in its goals and activities. (CGCS Report, p. 26)

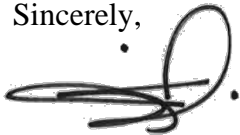
CGCS concluded its report with a number of expectations of the District, including “[e]vidence-based universal screening, benchmark assessments, and progress monitoring.” (CGCS Report, p. 27.)

In the past two years, through efforts such as expanded credit recovery, the adoption of new English/Language Arts instructional materials, and expanded learning summer programs, the District has improved student graduation rates and test scores on statewide assessments. We have expanded programs for all students, including elementary sports and paying the costs for Advanced Placement and college entrance tests. We must continue this critical work of providing our students with learning supports and programs that meet their individual needs and improve opportunities for every student in the District. Assessing student progress throughout the District in a comprehensive and consistent manner is essential to this work.

In administering the GATE, EL Redesignation, and math placement assessments that we have over the past years, seven hundred fifty eight (758) 1<sup>st</sup> and 3<sup>rd</sup> grade students were identified as requiring GATE services and five hundred fourteen (514) English Learner students were reclassified. This work has allowed these students to more immediately receive services and be placed in programs or classes that actually meet their needs. Implementing the assessments scheduled for the 2019-20 school year will allow us to further this critical work and reach even more of our students.

Our District has for too long accepted the status quo of unacceptably low student outcomes that disproportionately impact our students of color, our economically disadvantaged students, and our students with disabilities. [The District will continue to move forward with the assessment schedules](#) to meet our legal obligations to provide services to students, but more importantly to further our District's values of ensuring equity, access, and social justice in our District by utilizing data to focus on results and continuous improvement for every student in every school in our District. I hope SCTA leaders will join us in this renewed focus on student achievement.

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 underneath.

Jorge A. Aguilar  
Superintendent

**From:** David Fisher <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>  
**Sent:** Wednesday, September 25, 2019 6:32 AM  
**To:** Superintendent <[Superintendent@scusd.edu](mailto:Superintendent@scusd.edu)>  
**Cc:** Nikki Milevsky <[nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com)>; Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>; Christine Baeta <[Christine-Baeta@scusd.edu](mailto:Christine-Baeta@scusd.edu)>; Lisa Allen <[Lisa-Allen@scusd.edu](mailto:Lisa-Allen@scusd.edu)>; Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Subject:** Re: 2019-2020 School Year Assessments

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Mr. Aguilar:

We are in receipt of your letter of September 23, 2019 regarding SCTA-SCUSD MOU on Assessments that was agreed to between the parties in November 2016.

Your assertions are wrong in virtually every regard and demonstrate how far removed you appear to be from actual events.

Despite your effort to litigate the matter in your inaccurate letter, because we have been forced to file a grievance on the issue because of your backtracking, we will rebut your baseless assertions in that forum when we meet [on October 7, 2019](#).

It should be noted for the record that you rejected our offer to have this matter heard before arbitrator Paul Roose on September 17<sup>th</sup>. Mr. Roose indicated he was prepared to serve as the neutral third party. Instead, you opted to pursue your chosen path of backtracking from the agreement instead of using an expedited process to resolve this important issue.

Finally, you state as a fact that: “It has recently come to my attention that leaders of the Sacramento City Teachers Association (“SCTA”), through weekly News Messengers and correspondence to certain site representatives, have directed employees not to administer the District-wide assessments for the 2019-20 school year because those assessments have not been agreed to by SCTA.”

That statement is patently false and you know it.

We hereby demand, pursuant to the EERA, that the District produce by the close of business [Thursday, September 26](#), any and all evidence that it possesses that “leaders” of SCTA “have directed employees not to administer District-wide assessment for the 2019-20 school year because the assessment have not been agreed to by SCTA.”

Sincerely,



David Fisher

Sent from my iPhone

On Sep 23, 2019, at 5:05 PM, Superintendent <[Superintendent@scusd.edu](mailto:Superintendent@scusd.edu)> wrote:

Dear Mr. Fisher,

Please see attached correspondence.

Jorge A. Aguilar  
Superintendent  
Sacramento City Unified School District

<9.23.19 Ltr to D Fisher RE 2019-2020 School Year Assessments.pdf>