



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

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September 3, 2019

Sent Via E-mail to 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

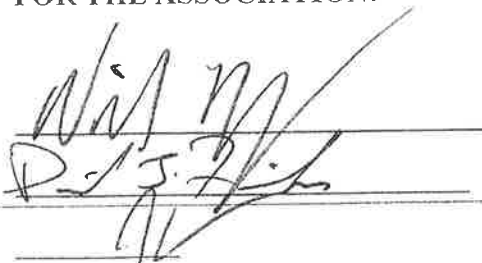
Monitoring of Student Progress

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.

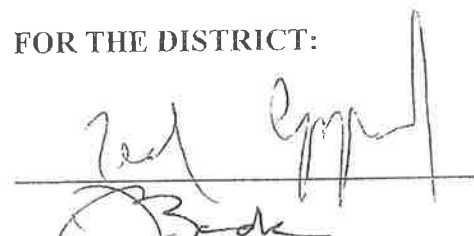
4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students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

FOR THE ASSOCIATION:



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

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President
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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

RE: Assessment Memo to SCTA Sent via email to dfisher@saccityta.com
November 13, 2018

Page 2

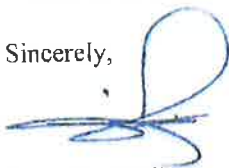
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually.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

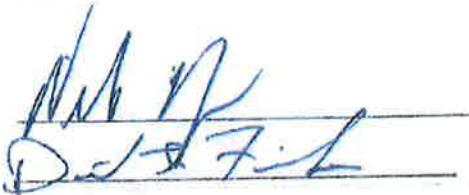
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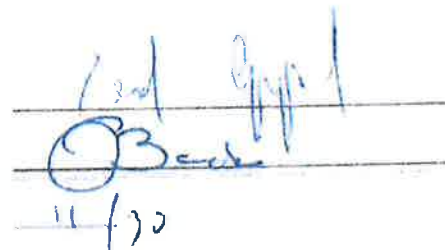
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FOR THE ASSOCIATION:



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
SIGUSD 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-5	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
3-5	ELA Interim #2 - Curriculum embedded	Dec 13-21
3-5	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 5-16
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 8
3-12	School Climate Survey - Student, Staff, and Parent/Family	January 14 - February 28
SIGNAL 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 47th 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 1st 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*

*Darrel Woo
Vice President
Trustee Area 6*

*Michael Minnick
2nd Vice President
Trustee Area 4*

*Jay Hansen
Trustee Area 1*

*Ellen Cochrane
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*Christina Pritchett
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*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

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



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

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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

Sent via email to dfisher@saccityla.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

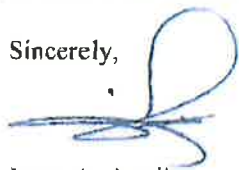
subject matter curricular frameworks for math, ELA/ELD, science, and social science all call for a balanced approach to assessments including assessments for learning and assessment of learning. Additionally, the CA Dyslexia Guidelines call for the universal screening of students for reading annually.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

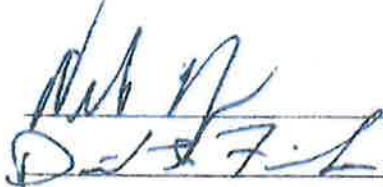
Monitoring of Student Progress

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

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


4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students who opt out of standardized testing.
5. The District and the Association also mutually agree that monitoring student progress in individual classrooms, across grade levels or subject, at site and district levels may be valuable instruments to monitor student progress and may provide information useful to teacher reflection and planning as well as for student feedback.
6. The District agrees to limit the current District-developed Benchmark to the period from November 7th to December 16th only. Any future District-wide assessment and/or other process for monitoring student progress will be jointly developed and mutually agreed according 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:



11/30

CALIFORNIA MANDATED ASSESSMENTS		Assessment Window
Gr Lvl/s	Assessment / Data Point	
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
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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
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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
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8	Math Test 1 Topics 1-3 - Curriculum embedded	Oct 22-Nov 2
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Math 7	Math Ch. 1-3 - Curriculum embedded	Nov 5-16
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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 6
Math 2	Math Unit 2 - Curriculum embedded	Dec 10-21
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Math 3	Math Unit 2A - Curriculum embedded	Dec 10-21
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8 and HS	Math Placement GR 8 & Math 1	May 6 - June 7
8 and 8	PSAT	October 10
10	PSAT	October 10
11	SAT School Day	March 8
9-12	School Climate Survey - Student, Staff, and Parent/Family	January 14 - February 26
SITE COORDINATED ASSESSMENTS		
11 and 12	SAT - GR 11 and 12	2018: August 29, 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 47th 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.

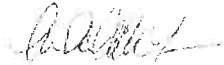
According to the information provided to OCR, the District reduced the schedule of local assessments during the 2016-17 and 2017-18 school years, and assessments that measured academic achievement were administered only once during each of those years. OCR's review of the GATE eligibility data for those 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 1st 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 15th 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

BOARD OF EDUCATION

January 9, 2019

*Jessie Ryan
President
Trustee Area 7*

Sent Via Email (dfisher@saccityta.com)

*Darrel Woo
Vice President
Trustee Area 6*

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

*Michael Minnick
2nd Vice President
Trustee Area 4*

Re: Assessment Committee

*Lisa Murawski
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia
Trustee Area 2*

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.

*Christina Pritchett
Trustee Area 3*

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.

*Mai Vang
Trustee Area 5*

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

*Rachel Halbo
Student Board Member*

Sincerely,

Jorge A. Aguilar
Superintendent

Attachment

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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

BOARD OF EDUCATION

Sent Via Email (dfisher@saccityta.com)

Jessie Ryan
President
Trustee Area 7

Darrel Woo
Vice President
Trustee Area 6

Michael Minnick
2nd 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

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 47th 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



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Jorge A. Aguilar, Superintendent

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Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

April 24, 2019

Sent via email to 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 th – May 17 th
Mathematics Diagnostic Testing Program (Grade 6)	April 29 th – May 10 th
Math 1 End of Course Exam (All students taking Math 1)	May 6 th – June 13 th
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 th – May 17 th

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

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Christina Pritchett
Trustee Area 3

Mai Vang
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 stylized with a large loop and a horizontal stroke.

Jorge A. Aguilar
Superintendent

August 28, 2019

SCTA Responds to August 5, 2019 Letter

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

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 8th 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


Monitoring of Student Progress

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

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

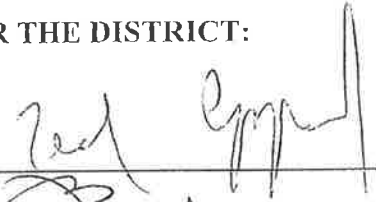
4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students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

FOR THE ASSOCIATION:



11/30/16

FOR THE DISTRICT:



11/30/16