



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

August 23, 2019

BOARD OF EDUCATION

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

Olivia Ang-Olson
Student Board Member

Sent via email: dfisher@saccityta.com

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

RE: Commencing Negotiations

Dear Mr. Fisher,

As you know from our letters of [August 2](#), [August 13](#), and [August 16, 2019](#), we invited the Sacramento City Teachers Association (“SCTA”) to meet with the District yesterday to begin negotiations on a successor contract. Unfortunately, SCTA leaders did not accept our invitation. Instead, you sent a letter on [August 21, 2019](#) demanding that we “resolve a number of outstanding issues” before you are willing to start the negotiations process. To the extent the “outstanding issues” referenced in your letter are the same as those referenced in your [document of August 7, 2019](#) labeled a “proposal” or your [August 8, 2019 letter](#), we reiterate again that those issues are not unresolved and do not stand in the way of the District and SCTA beginning the negotiations process.

In fact, the District responded to each of the perceived unresolved issues listed in your letter in detail in our August 13 and August 16, 2019 letters. Your letter again claims that the District has not agreed to move SCTA’s grievance on Article 13.1, related to health plans, to arbitration. As you are aware, the District’s legal counsel communicated to SCTA’s legal counsel on Monday, August 19, that the District was in agreement to move the matter to arbitration and would be signing the agreement that was proposed by SCTA. That agreement was signed by me and sent to your legal counsel before your August 21, 2019 letter was sent to the District.

Your August 21st letter takes issue with my characterizing SCTA leaders’ actions in delaying bargaining as “moving the goal post” and claims that you have consistently demanded that the District “honor the contract” before SCTA leaders will agree to begin negotiations. However, a review of the correspondence between SCTA leaders and the District over the past nine months demonstrates that SCTA leaders have indeed “moved the goal post” by repeatedly imposing preconditions that must be met before you will begin negotiations. Some examples of these preconditions, and the inconsistency between these preconditions, are described below.

- December 13, 2018 letter from SCTA leaders to the District in response to the District’s November 9, 2018 letter requesting to begin negotiations in December 2018:

“The Association agrees to submit its initial contract proposal no later than the first regular meeting of the Board of Education during the month of February the year the contract expires. Please be advised [SCTA] has every intention of abiding by Article 25. We look forward to scheduling dates after we submit our initial contract proposals as set forth above.”

Contrary to SCTA leaders' assurance that you would abide by Article 25, you did not do so. Article 25.1 requires that the District and SCTA enter into negotiations of a successor agreement no later than 120 days prior to the expiration of this Agreement. SCTA leaders did not abide by this provision of the contract nor its commitment in the December 13, 2018 letter to schedule negotiations dates because to date SCTA leaders have not accepted any of the forty-five (45) dates the District has offered for negotiations.

- February 20, 2019 letter from SCTA leaders to the District in response to District's February 15 letter requesting to begin negotiations since SCTA had finally *sunshined* its proposals for negotiations:

"As set forth in the proposals that we sunshined at the school board meeting on February 7, 2019, we believe meaningful negotiations regarding a successor contract would be more likely to occur after the resolution of the several major issues from our current contract, including but not limited to, the implementation of the agreed-upon salary restructuring, and the addition of resources to the classroom via smaller class sizes and more support staff, as a result of potential changes from the health plans."

The two issues highlighted by SCTA leaders as needing to be resolved before negotiations can begin are not actually an impediment to beginning negotiations and are nearly resolved (salary restructure) or in the process of being resolved through arbitration (health benefits).

- March 11, 2019 letter from SCTA leaders to the District in response to District's March 4 letter again asking SCTA to begin negotiations:

"...we believe that beginning negotiations on a successor agreement at this time would be premature while two major issues from our previous contract remain unresolved—the salary structure and implementation of our agreement to redirect health plan savings to achieve our mutually-agreed upon staffing goals..."

"For the reasons set forth above, we believe that successor contract negotiations would not be productive at this time, and assure you that SCTA will meet its legal obligations to bargain in good faith."

Again, SCTA leaders claimed that resolution of the salary restructure and health benefits issue were necessary before negotiations could begin. SCTA leaders also again assured the District that it would meet its legal obligation to bargain in good faith, which it still has not done.

- March 15, 2019 SCTA leadership response to Unfair Practice Charge filed by the District against SCTA for SCTA leaders' failure to bargain in good faith:

"SCTA has simply pointed out the obvious, that successor contract bargaining is made exceedingly complicated by the District's refusal to resolve two issues outstanding from the Parties' last bargain, i.e., the certificated salary schedule structure and potential changes to the health plans."

Here again SCTA leaders claim that there are two issues that must be resolved before you will begin negotiations with the District—salary restructure and health benefits.

- March 23, 2019 email from SCTA Executive Director John Borsos to Superintendent Aguilar:

“We believe bargaining for a successor contract will be more productive after the district honors and fully implements the current contract and remedies its unlawful conduct.”

In this correspondence SCTA leaders add another precondition to beginning negotiations for a successor contract—“remediating [the District’s alleged] unlawful conduct” without describing what unlawful conduct must be remedied.

- April 12, 2019 letter from SCTA leaders to the District following SCTA’s one-day strike:

“The strike yesterday was the clearest expression of a membership mandate that honoring the contract and obeying the law is the appropriate starting point for a renewed discussion. Toward that end, we are proposing once again to give the District the opportunity to fix its unlawful actions prior to SCTA representatives gathering to discuss next steps to get the District to honor the contract and obey the law.”

Here, SCTA leaders expanded the preconditions to negotiations claiming that numerous unfair practices alleged to have been committed by the District must be resolved before negotiations could begin, notwithstanding that SCTA leaders had not specified which alleged unfair practices justified the strike or how those alleged unfair practices prevented the parties from starting the negotiations process.

- May 23, 2019 letter from SCTA leaders to the District:

“Considering that wages, benefits, and staffing are perhaps the three biggest issues in any negotiations, resolving those issues before commencing negotiations on a successor agreement would be the logical process ...”

In this communication, SCTA leaders add yet another precondition to bargaining, namely staffing, and resolution of SCTA’s challenges to the District’s layoff process. SCTA leaders filed a lawsuit challenging the District’s layoff, but has delayed the hearing on the matter before the Sacramento Superior Court until February 14, 2020.

- June 3, 2019 email from Mr. Borsos to Superintendent Aguilar:

“Honoring the contract is appropriate to address through our current collective bargaining agreement rather than in successor contract negotiations.”

Again, SCTA leaders claim that Article 13.1 regarding health benefits is a barrier to beginning negotiations with the District.

- June 20, 2019 email from SCTA President David Fisher to Superintendent Aguilar:

“As we have informed you numerous times, we believe it would be far more productive to commence negotiations for our successor agreement after you have kept your word and honored the current agreement which you have unlawfully refused to abide by.”

While not clear which contract terms are believed to be at issue in this communication from SCTA leaders, to the extent they involved the salary restructure and health benefits, implementation of the

salary restructure consistent with the arbitrator's decision was being discussed between the District and SCTA leaders as of this time. The health benefits issue was pending before the Public Employment Relations Board based on SCTA filing a claim against the District in that forum.

Thus, from November 2018 to present, the preconditions that SCTA leaders claim must be met before negotiations can begin have expanded from resolution of the salary restructure arbitration and health benefits grievance, both of which have been or will be resolved through the grievance arbitration process, to now include:

- Rescissions of certificated layoffs that were upheld by the Administrative Law Judge;
- Rescissions of classified layoffs which is not a subject of negotiations for SCTA; and
- Resolution of thirty or more unfair practices allegedly committed by the District without providing information to the District on how those prevent the parties from moving forward with negotiations.

The District's letters dated August 13 and August 16, 2019 specifically addressed these preconditions claimed by SCTA leaders that prevent SCTA leaders from beginning the negotiations process. As you know from meetings between the District and SCTA leaders on the salary restructure on May 16, June 5, June 6, and July 31, 2019, this work has been ongoing for many months and we are entering the last phase of this work—applying an agreed-upon formula to employee earnings to determine retroactive payment amounts so that the District can then issue those payments. On the disagreement between the District and SCTA over Article 13.1 related to health benefits, the District has agreed to arbitrate consistent with Article 4 of the CBA. When SCTA leaders move this matter to arbitration, the District will follow the procedures of the American Arbitration Association, as set forth in Article 4, for selecting an arbitrator and setting an arbitration date. This matter will be decided by an arbitrator and does not preclude commencing successor contract negotiations.

While SCTA leaders focus on past disagreements that are already in the process of being resolved or implemented as outlined above, we are focused on moving the District forward to a future where we are able to provide all of our students with the educational opportunities they deserve. These negotiations should not be preconditioned on resolving disagreements that are already in the process of being resolved or implemented as outlined above. Please join us in coming to the table to create this future for the students that we serve collaboratively. There is no reason to continue delaying negotiations on a successor contract.

To move the negotiations process forward while SCTA leaders refuse to meet with the District to begin negotiations, we will continue to provide our proposals to SCTA electronically. In addition to our proposals on ground rules, health benefits (Article 13), and 2020-21 and 2021-22 school calendars provided to you on August 2, 2019 and to which you have not responded, enclosed with this letter please find two additional proposals from the District on Articles 18 (Organizational Rights) and 21 (Organizational Security). The District's negotiations team is available on September 3, 4, and 6, 2019 to meet with SCTA to discuss these negotiations proposals. Please let us know by August 30, 2019 which of these dates will work for SCTA.

Sincerely,



Jorge A. Aguilar
Superintendent