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April 7, 2020

Sent via email to [jborsos@cta.org](mailto:jborsos@cta.org), [dfisher@saccityta.com](mailto:dfisher@saccityta.com), [nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com)

Sacramento City Teachers Association (SCTA)  
5300 Elvas Avenue  
Sacramento, CA 95819

RE: Response to SCTA Letter of April 6, 2020 Concerning Distance Learning

Mr. Borsos:

Thank you for your April 6, 2020 letter regarding ongoing negotiations between the District and the Sacramento City Teachers Association (“SCTA”) on a distance learning program for our students. During this global pandemic, our focus must be to ensure that we develop and implement a distance learning plan that meets the social and emotional and academic needs of all of our students. Both the District and SCTA have acknowledged the importance of having our distance learning plan in place by April 13, 2020 because our students, particularly our most vulnerable students, have much to lose with any continued delay in launching a student-centered distance learning plan.

Our District team is guided by the following North Star: we work for our students. It is critical that we remember not all of our families are able to compensate for the impacts on student learning loss during our school closures. The work we put in during the school closure to ensure that high quality instruction is taught to our students will set the foundation for us to continue meeting the needs of our students when they come back to school.

Your letter claims that this pandemic provides SCTA and the District an opportunity to “build trust and begin to repair a damaged relationship.” We agree. Yet, while you speak of having “difficult, but constructive discussions” you then accuse the District of regressing in its proposal to “cover the District’s dysfunction.” You also spend significant time during negotiation sessions berating the District and individual employees on the District’s negotiation team. Your abusive conduct toward the District’s negotiation team members during the course of negotiations is in direct contradiction to your purported desire to rebuild the relationship between the District and SCTA.

We agree with the goal of collaboration and are encouraged that the first two critical phases needed for a distance learning program to succeed—providing technology to our teachers and to students and families who need it—are well underway or completed. Your letter criticizes the District’s plan to provide computers to students and claims that the District has “no schedule to distribute” computers during the week of April 6 to 10. This misstates what Ms. Baeta stated to you during negotiations on Friday, April 3, 2020. When asked what the schedule for deployment of computers to students was for the week of April 6 to 10, Ms. Baeta told you she did not have the specific school sites at which computers would be deployed, but did inform you that there would not be any deployment on Monday, April 6. Rather, Ms. Baeta and her team were working to determine which schools would have computers ready to deploy this week and she did not have that information to share with you when asked on April 3. Mischaracterizing the statements made by Ms. Baeta and other District administrators does nothing to build trust or repair the relationship between the District and SCTA. This is particularly troubling as we grapple with the uncertainty posed by this unprecedented global crisis.

You also claim that schools in Oak Park and the Meadowview neighborhoods were omitted from the first day of deployment on Friday, April 3. As Ms. Baeta explained to you in our conversations, the first day of deployment occurred at those schools that were identified as having sufficient computers to cover the needs of their students. Moreover, many of the schools that distributed approximately 3500 computers serve students from our communities that have the most need, including in Meadowview and Oak Park, including:

- **Elementary:** Bret Harte, Parkway, Earl Warren, Harkness, John Sloat, and Susan B. Anthony
- **Middle and K-8:** Einstein, John Morse, Rosa Parks and Success Academy
- **High School:** American Legion, Health Professions, and Hiram Johnson

The District will continue distributing computers to students later this week with the goal of getting as many computers as are available to students by April 13. *To be clear, though, and as described in the [District's April 3, 2020 proposal and addendum](#), the District's distance learning plan utilizes "a hybrid model with online instruction via Google Classroom or other instructional platform and any applicable Board adopted curriculum and paper packets as needed to ensure all student can access such curriculum." Thus, even if a student has not received a computer or internet access as of April 13, 2020, the student will still be able to participate in distance learning through other means.*

In your letter you make much of the fact that the District did not agree to accept your proposal, made for the first time on Friday, April 3, 2020, to enter into a binding agreement with SCTA incorporating the "Framework for Labor-Management Collaboration: Serving Local Communities During the COVID-19 Emergency" ("Framework"). As stated to you repeatedly during the brief negotiations session on Friday, the District is unwilling to sign that Framework and accept its terms as binding because of the ambiguities contained in the Framework. As you may know, a "framework" is defined as a "basic structure underlying a system, concept, or text." Frameworks, by definition, do not contain clear or concrete terms. As stated in our April 4, 2020 letter, the District and SCTA have faced significant disagreements over past framework agreements and we know that SCTA interprets aspects of this Framework differently than the District. This Framework is not required for or a condition to implementing a distance learning plan, which is the most critical task before us. While we appreciate the work of the labor and management teams that developed the Framework, we do not believe that the Framework should be entered into as a binding agreement in our District.

The District agrees with you that it is in the best interest of not only the "SCUSD Community," but of the students that all of us are charged with serving, to implement a distance learning program beginning April 13, 2020. While we recognize that certain effects of a move to distance learning are negotiable and remain committed to negotiating those effects, we cannot and will not allow delays in effects bargaining to deprive our students of their constitutional right to education. (Cal. Const., Article IX, Section 5.)

We further agree with your statement that the District is familiar with relevant provisions of the Education Employment Relations Act (EERA) and appreciate your sharing that Sacramento County Supervisor Phil Serna has offered to serve as a mediator for our negotiations related to the District's distance learning plan that is critically important for our students during the current COVID-19 pandemic. While it is kind of Supervisor Serna to offer to support the District and SCTA in these negotiations, we do not believe the assistance of a third party is necessary and respectfully decline the offer of assistance.

Finally, you reference a number of articles, which apparently inform the revisions in your proposal. Those articles speak about the need for flexibility for employees and families in a distance learning model. The District understands and respects the need for flexibility for our educators, which is why our proposal provided time parameters for student learning, additional time for teachers to enter grades, allowances for additional learning platforms, and scheduling of office hours between a teacher and their principal. To be clear, the District recognizes the need for flexibility in a distance learning model. Where the District will not be flexible is establishing consistent expectations of teaching and assuring focus on essential standards so that all of our students have an equal opportunity to learn and grow under this distance learning model. While there may be other districts in the state that may offer more flexibility than ours, you can be certain that our distance learning plan is grounded in the commitment to the consistency necessary to ensure that our students do not fall any further behind because of this unprecedented crisis.

While we cannot agree on and therefore reject the terms as stated in your April 6, 2020 proposal, we have made the following modifications to our April 3, 2020 proposal in an effort to move closer to agreement:

1. Added in the modification to prior paragraph 3 that was made in the addendum to the actual proposal.
2. Added into our proposal the parameters for student learning previously provided to SCTA on April 3, 2020 in the addendum.
3. Added language indicating that the SCTA “Technology Support Community” consisting of employees who volunteer is available to provide peer support to teachers who request, with clarifying language that does not supplant work from the District’s Information Technology (IT) staff represented by another bargaining unit.

Please review the modifications we have included to the District’s April 3 proposal and we look forward to receiving SCTA’s response to the District’s proposal by 3:00 p.m. on Wednesday, April 8, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge A. Aguilar". The signature is stylized with a large loop at the end.

Jorge A. Aguilar  
Superintendent