



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

Jorge A. Aguilar, Superintendent

April 9, 2020

BOARD OF EDUCATION

*Jessie Ryan
President
Trustee Area 7*

*Christina Pritchett
Vice President
Trustee Area 3*

*Michael Minnick
2nd Vice President
Trustee Area 4*

*Lisa Murawski
Trustee Area 1*

*Leticia Garcia
Trustee Area 2*

*Mai Vang
Trustee Area 5*

*Darrel Woo
Trustee Area 6*

*Olivia Ang-Olson
Student Board Member*

Sent via email to dfisher@saccityta.com

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

Re: Demand to Cease and Desist – Distance Learning Tech Support

Dear Mr. Fisher:

I am writing in regard to a communication the Sacramento City Teachers Association (“SCTA”) released yesterday offering distance learning “tech support” to parents, guardians and caregivers of students. Specifically, I am referring to a communication titled “SCTA’s Tech Support Community Volunteers,” which is attached. The communication contains a link to a form on the Association’s website, which I have also attached. The form seeks the parent/guardian/caregiver’s first and last name, phone number, email address, school(s) their student(s) attend and other information.

The District demands that the SCTA immediately retract the communication and remove the form from its website. The basis for the District’s demand is set forth below.

The Association’s communication and offer to provide technical support appears to be an attempt to unilaterally implement terms of its April 3, 2020 proposal, which the District declined to accept. Paragraph 20 of the proposal states: “SCTA Technology Support Community: SCTA will help to coordinate technical support to staff, students and parents in conjunction with the District through the SCTA Technology Support Community.” The Association does not have any basis for unilaterally implement this or any other provision of its proposal. Thus, the District views these actions as bad-faith bargaining.

The Association’s communication is also contrary to the parties’ MOU #1 reached during the period of school closures. That agreement provides in pertinent part that teachers would attempt to contact students and families by March 25, 2020, to try to determine which electronic devices the student has access to (computer/laptop, internet access, television). The MOU authorized District employees to survey families regarding their students’ technology needs in their roles as employees of the District. It did not, however, authorize them to provide technical support in regard to computer or internet-based programs or electronic devices, particularly when much of that information was supposed to be gathered through MOU #1.

Additionally, the District has not authorized the SCTA or its members to provide distance learning technical support to its students or their families in their capacity as

District employees. The District has employees who are responsible for providing technology support to District employees, students, and families and who are represented by SEIU Local 1021 bargaining unit. Allowing SCTA or its members to perform technology support would, if the District acquiesced to it, constitute an unlawful transfer of SEIU bargaining unit work. Therefore, SCTA's action constitutes an attempt to cause the District to violate Government Code section 3543.5, which is an unfair practice pursuant to Government Code section 3543.6.

The District has also not authorized its certificated employees represented by SCTA to purport to serve student technology needs during this closure. As you know, student information is highly protected by state and federal law. Student records include information gathered within or outside the district that is directly related to an identifiable student such as the name of the student's parent or guardian. (Education Code sections 49061 and 49062; 5 CCR 430; 34 CFR 99.3; AR 5125). Any use of parent or guardian emails that have been obtained by an employee in their role as an employee with the District is unauthorized for these purposes.

The communication and form is likely to give parents/guardians/caregivers the impression that the Association, or our employees, have been authorized to provide technology support to District students on behalf of the District. There is no disclaimer explaining that the Association is acting on its own behalf, that the District has not authorized or asked SCTA to provide such support, or that families can obtain technical support directly through the District and its SEIU employees. As you know, the District has already informed families that they can receive technical support from the District by sending an email to Support@scusd.edu [or calling 916-643-9445].

To be clear, any District employee who provides technology support to District students as an "SCTA Community Volunteer" does so without the District's consent and such service is outside of the course and scope of their employment. Such employees, and SCTA, will be solely responsible for any and all legal consequences arising from service as an "SCTA Community Volunteer." This includes liability for any harm to students or their families that results from their reliance upon misrepresentations regarding "SCTA Community Volunteers" being authorized by, affiliated with, and/or acting on behalf of the District.

The District reserves the right to take any legal action necessary to protect its rights and the rights of its students and their families.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jorge A. Aguilar', with a large, stylized flourish at the end.

Jorge A. Aguilar
Superintendent