



February 3, 2020

Superintendent Jorge Aguilar  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento CA 95824

*Re: [Corrected] Continuation of Successor Contract Negotiations*

Dear Mr. Aguilar:

This letter will serve as a response to your letters of January 22 and January 31, 2020.

In her report regarding the Sacramento City Unified School District, the state auditor finds that the District “selectively presents [ . . . ] our key findings.” She also criticizes the district for being “disingenuous,” “misleading,” “inaccurate” and that the district attributed facts to her audit that she in fact “did not report.” Similarly, Mike Fine the CEO of FCMAT has criticized the district as lacking credibility and that he has “no confidence” in the district’s data.

We see a continuation of those same patterns of behavior described by the state auditor and FCMAT in your letters to us regarding bargaining.

For example, you simply ignore that for more than one year, the District has refused to meet with SCTA to discuss the implementation of restorative practices or MTSS. On restorative practices, see the attached letter from David Fisher and Carl Pinkston to you dated August 21, 2018. On MTSS, see the attached email exchange from August 6, 2018 in which we request to meet with district representatives. We have also attached the proposal we first made directly to you on March 21, 2018.

Additionally, you try to assert that your backtracking on our current contract is something other than what is. The arbitrator’s May 2, 2019 decision regarding implementing the revised salary structure is conclusive: “SCUSD and SCTA did not lack mutual assent or commit a mutual error concerning the intended meaning of the terms of the salary schedule adjustment (“SSA”) in their December 4, 2017 Tentative Agreement (“TA”) ratified and approved by SCUSD’s Board of Education and SCTA’s Membership, respectively, on December 7 and December 11, 2017.” Moreover, you conveniently omit the fact that you frivolously sued the District’s own teachers to prevent enforcement of the contract.

With regard to health insurance changes, your letter is equally disingenuous. We have previously notified you that the lack of resolution on the health plan will seriously impact our ability to respond to the District's proposals on a multitude of issues. See our letter to you of October 11, 2019.

Furthermore, you appear to assert that our interest in negotiating over potential changes to the use of substitute teachers and the implementation of permanent status for CTE education, among other items, which have already commenced with the District, is not bargaining. We hope that this does not foreshadow the District's refusal to continue negotiations on these and other important, mandatory subjects of bargaining.

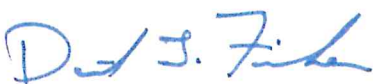
Additionally, in your January 22, 2020 letter, you purport "to ensure clarity of expectations" regarding negotiations. While we appreciate you expressing the District's "expectations," please be advised that we may or may not share any of the expectations that you express. Accordingly, we are by no means bound in any way by the expectations that you outline. For example, you seem to expect "bargaining at locations alternating between the Serna Center and SCTA offices." Because of the stunt that you and your team pulled when we tried to meet to discuss our budget and bargaining proposals in January 2019 by refusing to provide a room that would accommodate our bargaining team (and then moving to an alternative room when we were able to find a large enough room), we propose to discuss the best location to meet for the continuation of negotiations.

Furthermore, it is important to note that in David Fisher's letter to you on January 17, 2020, SCTA offered dates of March 3, 4, 5, or 6 to continue successor negotiations. We thought it was clear that we were offering the District the choice of one of those dates, hence the use of "or" rather than "and." If it wasn't clear to you, we apologize for any ambiguity, but, in fact, we were offering one of those dates, not all of them. In addition, the dates that you offer for February do not work for us, particularly February 25<sup>th</sup> which you already know is the very date we are scheduled to begin the health plan savings arbitration. The other dates that you offer also do not work because of scheduling conflicts that include: bargaining with St. Hope, Safe Haven/Know Your Rights Training for SCUSD teachers, and preparation for the health plan savings arbitration.

Since you have indicated the District's availability for any of the dates that we offered in March, by this letter we hereby confirm our meeting on Wednesday, March 3, 2020 at 4 p.m. at the SCTA office, 5300 Elvas Avenue.

We look forward to seeing you and your team on March 3<sup>rd</sup>.

Sincerely,



David Fisher  
President



Nikki Milevsky  
First Vice-President



John Borsos  
Executive Director



October 11, 2019

Superintendent Jorge Aguilar  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

*Re: Your Letter of October 3, 2019*

Dear Superintendent Aguilar:

In your October 3, 2019 letter you wrote: “To date, you have not responded to the District’s most recent August 23, 2019 letter requesting to begin negotiations on a successor Collective Bargaining Agreement (“CBA”) between the District and the Sacramento City Teachers (“SCTA”), or any one of our fifteen (15) prior letters sent since November 2018 requesting to begin negotiations.”

You know that assertion is absurd and provably false on its face. Your continued assertion of things that you know to be false certainly does not foster a climate of good will. It is disingenuous and perpetuates a culture of dysfunction and mistrust that has characterized the District under your administration.

For at least eighteen months, we have been trying to get you simply to honor the collective bargaining agreement that you personally signed in November 2017 and that the school board unanimously approved in December 2017.

First, you backtracked on the implementation of the salary schedule, then agreed to arbitrate over your refusal to implement the agreement, then backtracked on your agreement to arbitrate, then sued your own teachers to prevent the arbitration, and then were laughed out of court. We estimate the District wasted approximately \$250,000 or more of funds that should be used on students; the exact amount will be known when the District finally complies with our information request on this matter. Only after being compelled by a Superior Court Judge did you agree to proceed to arbitration where the SCTA won a decisive victory—which the District still has not fully implemented.

**The District’s continued refusal and inability to fully implement the salary schedule decision impedes our ability to negotiate wages going forward.**

Unfortunately, your unlawful behavior has not ended there. The collective bargaining agreement that you personally signed in November 2017 also includes the provision that the Union and the District agree to work together on savings regarding the purchasing of health insurance with the contractual guarantee that any savings are redirected back to the classroom via lower class sizes and increased professional support staff like school nurses, psychologists, librarians, and social workers. That provision also mandates that savings from any provider from a previous year are also

redirected into improved services for students. Last year, the District saved approximately \$4 million in health care costs based on lower rates from HealthNet because of our work with CECHR.

Only after PERB issued two complaints, and the Union filed an additional grievance, have you finally agreed to move the entire matter to arbitration. You rejected expediting the arbitration process.

**Your backtracking on our collective bargaining agreement further impedes the parties' ability to negotiate going forward.** Because use of the savings is linked to lower class sizes and improved services to students, leaving this matter unresolved means that major portions of the contract remain uncertain, including, but not limited to:

**Article 5—Hours of Employment**

Section 5.3.7, Children's Center Hours

Section 5.4, Preparation Time/Extra Allocation Time, including 5.4.1, 5.4.2, 5.4.2.1., 5.4.2.2, 5.4.2.3, 5.4.3, 5.4.3.1, 5.4.4, 5.4.5, 5.4.5.1, 5.4.6

Section 5.8, Special Assignments, 5.8.1, 5.8.1.1, 5.8.2

Section 5.10 Additional Workdays Required for Specific Job Classifications Within the Bargaining Unit, including 5.10.1, 5.10.2, 5.10.3, 5.10.4, 5.10.5, 5.10.6, 5.10.7, 5.10.10

Section 5.11 Children's Centers, including 5.11.1, 5.11.2, 5.11.2.1, 5.11.3, 5.11.4, 5.11.4.2, 5.11.4.3

Section 5.12, Adult Education

**Article 8, Transfers**, the full article;

**Article 11, Safety Conditions**, the full article;

**Article 12, Compensation**, the full article;

**Article 13, Employee Benefits**, the full article;

**Article 15, Substitutes**, the full article

**Article 17—Class Size**

Section 17.1, Elementary Class Size Limitations, including 17.1.1, 17.1.2, 17.1.3, 17.1.4, 17.1.5, 17.1.6;

Section 17.2, Special Subject Teachers, including 17.2.1, 17.2.2.

Section 17.3, Secondary Class Staffing Formula, including 17.3.1, 17.3.2, 17.3.3, 17.3.4, 17.3.5

Section 17.4, Secondary Class Size Limitations, including 17.4.1., 17.4.2, 17.4.3, 17.4.4., 17.4.5, 17.4.6, 17.4.6.1, 17.4.6.2, 17.4.7, 17.5

Section 17.6, Special Education Class Size Maximums, including 17.6.1 (a) (b) (c) (d) (e) (f) (g)

Section 17.7 ESOL and Basic Education Class Size Limitations, including 17.7.1

Section 17.8 School Nurses, including 17.8.1, 17.8.3

Section 17.9 Speech and Language Specialists, including 17.9.1, 17.9.1.1, 17.9.1.2, 17.9.2

Section 17.11 Children's Center Non-Management Certificated, including 17.11.1

Section 17.12, Librarians, including 17.12.1

Section 17.14, Program Specialist, including 17.14.1

Also left unresolved in this article are staffing for:

- a. Psychologists
- b. Social Workers
- c. Behavioral Intervention Specialists
- d. CTE teachers
- e. Adult Education teachers

f. Training Specialists.

**Article 20, Mentor Teacher, full article.**

Not only have you backtracked on major components of our agreement, but you have also delayed discussing significant open issues that are also mandatory subjects of bargaining. In addition to those listed above, open mandatory subjects of bargaining include, but not limited to:

- A. Permanent Status for CTE teachers;
- B. Implementation of Restorative Practices including Implicit Bias training for all certificated staff;
- C. Implementation of Multi-tiered Systems of Support (MTSS) which significantly impacts how special education services are provided in the District.
- D. Potential changes to the School Calendar.

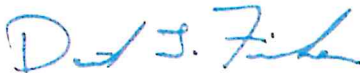
Since the spring of 2018 we have been trying to get your administration to work with us to fully implement the contract. Your continued refusal to implement Article 13.1.1. of our contract has resulted in your administration choosing to give \$11 to \$16 million in taxpayer dollars to the for-profit health insurance company HealthNet, rather than spend those resources on students.

On November 1, 2018, for example, we reiterated once again in writing our ongoing demand for the District to comply with our contract to use health plan savings to improve services to students. Rather than agree to meet, you responded on November 15, 2018 and thereafter, by implying (what has since become clear) a full-fledged effort to nullify the terms and conditions of the contract that you personally signed in November 2017. Rather than honor your agreement, since then you have unlawfully insisted on bargaining a successor contract while refusing to abide by and fully implement our current agreement.

Moreover, you have refused every offer from us to meet to resolve the issues that would allow successor negotiations to proceed constructively, while you continue to backtrack on even more enforceable agreements between the parties, most recently, the binding Assessments MOU that has been in effect since November 2016.

We continue to believe that successor contract negotiations will proceed much more constructively when the fundamental issues regarding implementation of the last contract have been resolved. Indeed, we consider those issues to be fully enmeshed in the bargaining of a successor contract and don't understand why the District continues to separate the discussion/negotiations. If after more than eighteen months, you have an interest in discussing those matters which are part and parcel of successor contract negotiations, please let us know.

Sincerely,



David Fisher  
President



Nikki Milovsky  
First Vice-President



John Borsos  
Executive Director



August 21, 2018

Superintendent Jorge Aguilar  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento CA 95824

*Re: Restorative Practices in Sac City*

Dear Superintendent Aguilar:

In the spring of 2016, the Black Parallel School Board and the Sacramento City Teachers Association joined together to oppose the District's efforts to impose a top-down, centralized program entitled SPARK, purported to establish restorative practice standards and to develop a more racially and culturally sensitive climate in the District. Despite countless hours establishing a progressive board policy and accompanying administrative regulations, the District approached the implementation of the administration regulations from a District-centered, rather student/teacher/community-oriented approach.

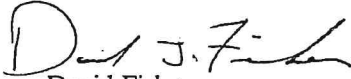
In the wake of that opposition, the Black Parallel School Board and SCTA worked together to develop jointly a bargaining proposal that SCTA formally presented in the most recent negotiations with the District. The Black Parallel School Board was instrumental in developing this critical proposal, and a representative also sat on SCTA's side of the table in an effort to negotiate this proposal into the agreement. In contrast to the District's approach, our proposal was bottom-up, providing the opportunity to create consensus among administrators, parents, students, and educators. To our great disappointment, the District rejected our budget-neutral proposal.

In the aftermath of the contract negotiations, we resumed our efforts to create a restorative practices culture in Sac City Unified. SCTA leaders presented our proposal directly to you in early 2018. You responded with some proposed changes, which included quantifiable measures of evaluation, which the SCTA leaders incorporated into our proposal. We presented our revised proposal to you in March 2018. For reasons unclear to us, you have chosen not to respond to our proposal, nor have you proposed to engage us in any meaningful way.

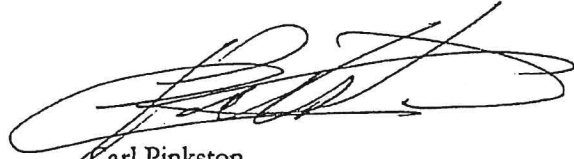
Over the past two school years, racial tensions, including several highly publicized incidents at CK McClatchy, have risen dramatically throughout our District. While we do not view our restorative practices proposal as a panacea, we do view it as an entry point to begin a much-needed discussion in our District regarding implicit bias, cultural sensitivity and economic and social justice. The foundation of any effort would be extensive professional development for all educators in the District.

We do not understand your rejection of our proposal, and more importantly, as you move into your second year leading this wonderfully diverse district, your refusal even to engage us in any meaningful way on this issue. Accordingly, we request to meet with you within the next two weeks to discuss steps to address our concerns on this critical topic.

Sincerely,



David Fisher  
SCTA



Carl Pinkston  
Black Parallel School Board

Cc: Sac City School Board members  
SCTA Executive Board



**Restorative Practices**  
**Draft Proposal from SCTA to SCUSD**  
**3-21-18**

SCTA, the District and our community partners share the value of a culture of restorative practices to improve the school climate and achieving safe, respectful, equitable and just school sites. We further believe that developing this culture needs to come from the grass roots where educators, students, and community partners work together and are empowered with the resources and autonomy to create a positive school climate, and where communities achieve buy-in to a common vision of creating a positive school environment at the local level. This approach builds from the bottom up rather than the top-down.

The parties believe that if done right, fostering a culture of restorative practices should result in:

- A more effective teaching and learning environment leading to better academic outcomes;
  - An increased a sense of belonging and improves relationships among students, teachers, staff, parents, and administrators.
  - The development of curious, adventurous, resilient and healthy students who resolve conflicts in ways that are ultimately healing and improve a school's learning climate and sense of safety;
  - Meaningful alternatives to discipline that reduce suspensions, expulsions, and time out of classrooms, thereby increasing students' instructional minutes;
  - Less reliance on punitive, disciplinary responses which should lead to more equitable outcomes for high-risk, high need students (e.g., students of color, special education students, and low SES students).
- I. The parties will form a District-wide Student Success, School Safety and Climate Committee shall consist initially of eight representatives chosen by the Association and 8 representatives chosen by the District. Appointees may include but not be limited to teachers, principals, students and parents/guardians. The purposes of the committee will be to provide oversight and guidance to the development, implementation, evaluation and modification regarding creation of a Restorative Practices culture in the District.

II. The district will support restorative practices by providing schools with additional funding of \$150,000 per school per year. For those schools with an enrollment of over 1000 students, they will receive an additional allocation of at least \$100 per student over 1000. Appropriate allocations may include the hiring of additional SCTA-represented certificated staff including but not limited to counselors, school psychologists, and/or social workers.

III. The following sites shall be identified as potential Restorative Practices' Pilot Schools:

[Insert names.]

Additional schools may be included through mutual agreement of the parties.

IV. A school shall become a Restorative Practices School following:

1. A vote of the certificated, bargaining unit staff who work at least 50% of the time at the school site, conducted by SCTA, where the vote meets or exceeds a fifty percent (50%) approval among those voting.
2. The development of a site-based plan by site administrators and the SCTA-represented team, with the input and involvement of parents and/or community groups from the local neighborhood.
3. The site-based plan is submitted by March 1 of each year for approval of the Joint SCTA-SCUSD District-wide Student Success and School Safety and Climate Committee.

V. Pilot schools shall use a research-based restorative practice model chosen by the site (approved by 50% of the certificated staff) and approved by the District-Wide Student Success and School Safety and Climate Committee.

VI. Both the District-wide and School Site Committees set forth above, will review agreed-upon metrics that may include, but are not limited to:

Academics:

1. The number and percentage of students who were previously suspended and post suspension participate in at least one restorative practices intervention and:
  - a. Are not suspended again within the next school year;
  - b. Maintain grade-level on track readiness;
  - c. Move from off-track to on-track grade-level readiness.

2. The number and percentage of students who participate in at least one restorative practices intervention and;
  - a. Maintain grade-level on track readiness;
  - b. Move from off-track to on-track grade-level readiness.

Discipline and Behavior:

1. The number and percentage of students who were previously suspended and post suspension participate in at least one restorative practices intervention and are not suspended again within the next school year;
2. The number and percentage of students with one or more total suspensions in the previous three school years are more than ten percent (10%) negatively disproportionately represented.

School Climate:

1. The number and percentage of students who respond favorably to the question: "Is there is a teacher or some other District-employed adult who really cares about me?"
2. The number and percentage of students who respond favorably to the question: "Do you feel like you are a part of the school?"
3. The number and percentage of certificated staff who respond favorably to the question: "Do you believe your school has in place a restorative practices culture that allows you to lead your classroom in a way that promotes a safe and healthy learning environment for all students?"
4. The number and percentage of parents who respond favorably to the question: "Do you believe that your school has a restorative practices culture that promotes a safe and healthy learning environment for all students?"

Attendance:

1. The number of K-12 students who met an Early Warning System at-risk attendance zone indicator in the previous semester, had a responsive restorative practices engagement

in the current semester, and has seen attendance improve in the current semester.

2. The overall K-12 attendance percentage at a K-12, restorative practices-identified school.
3. The number and percentage of students who participated in at least one proactive restorative practices initiative and who have improved attendance.

VII. Restorative Practices Training for All Certificated Staff:

Consistent with the SCTA/SCUSD collective bargaining agreement, and District Board Policy 5144, the Superintendent or designee will negotiate with the Association to establish a discipline matrix that will serve as a guide to school sites with regard to suspension and expulsion of students based on California Education Code. Upon request of the Association or the District, school sites can mutually refine this matrix to explicitly discuss particular school needs or address problem school areas (such as the playground) or times of day (such as after lunch) but elements in the matrix shall be applied equally.

Schools are strongly encouraged to use alternative means of correction, such as participation in programs that are restorative with positive behavior supports that include tiered intervention and other forms of correction that focus on keeping students in school and learning.

The District will provide the resources and support that will be available to all teachers to implement and sustain alternative means of correction (particularly restorative practices) as described the preceding paragraph.

## Borsos, John

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**From:** Borsos, John  
**Sent:** Monday, August 6, 2018 12:16 PM  
**To:** Ted Appel  
**Cc:** nmilevsky@saccityta.com; Fisher, David; Iris Taylor; Jorge Aguilar  
**Subject:** RE: Reading Material Email to SCTA

Mr. Appel:

My notes from the June 13<sup>th</sup> meeting with the Academic Office (which you were not present) do not indicate the District indicated that it was moving forward with reading intervention materials for adoption by the Board on August 16<sup>th</sup>. Moreover, Iris Taylor's email of June 27, 2018, also makes no mention of an August 16<sup>th</sup> deadline. To the best of our knowledge, this is the first time the District has raised it.

We reiterate our demand to meet and confer/consult over these issues and expect the District to honor its commitments by placing this adoption in the overall context of the implementation of a much-needed MTSS program in the District.

Unfortunately, this week will not work. I will check availability for next week, but under no circumstances does SCTA waive its demand to meet and confer/consult on this issue.

With regard to the program specialists' arbitration, on more than one occasion SCTA has offered to meet with again with your outside counsel and a representative or representatives from the district who have the authority to make decisions in an effort to get the district to honor its agreements regarding the negotiated settlement. As further communicated with your outside attorney, his effort to slip in items that were never discussed and which have not been "standard" in settlement agreements is textbook bad faith bargaining.

Again, unfortunately, that is standard at the district. To provide just one recent example with which you are aware, during contract negotiations, the District purported to accept the fact-finder's recommendation, but a not-so-close reading of its "acceptance" included multiple, non-disclosed changes to the fact-finder's recommendation in a manner very similar to what the District attempted to do with the program specialists' agreed-upon arbitration settlement.

On more than one occasion your outside attorney has offered to convene a meeting to discuss how this manner might be brought to a close, but approximately eight months after our initial agreement was reached, he still hasn't done so.

If you or someone from the district with the authority to resolve the issue wants to discuss resolving the program specialists issue, please contact us.

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**From:** Ted Appel <AppelT@scusd.edu>  
**Sent:** Monday, August 6, 2018 11:41 AM  
**To:** Borsos, John <JBorsos@cta.org>  
**Subject:** FW: Reading Material Email to SCTA

John,

As you know, the District reached out to SCTA several times to consult on the District's planned adoption of reading intervention materials for RSP classes. We initially agreed to meet on August 8<sup>th</sup> to discuss the materials. We also agreed to meet with SCTA to discuss MTSS including learning from the conference and share a draft plan. You've now indicated that August 8<sup>th</sup> will not work for SCTA to consult on the adoption of the reading intervention materials.

As we shared with you when we last met on June 13th, the District plans to take the reading intervention materials forward to the Board for adoption on August 16, 2018 so that we can begin implementing these materials at the start of the 2018-19 school year. To that end, if you wish to consult on these materials please notify us by end of day on August 7<sup>th</sup> of any dates and times during the weeks of August 6<sup>th</sup> or 13<sup>th</sup> that will work for SCTA to meet with the District to consult on these proposed materials.

The District remains willing to resolve the Program Specialist grievance on the terms outlined in the settlement agreement previously sent to you by the District's legal counsel. The District did not "slip in" new terms, but instead proposed a settlement agreement that contains standard release language. As part of our settlement discussions we agreed to meet to discuss potential restructuring of the special education department. It is our hope that rather than spending time arbitrating that matter we can reach an agreement that will allow us to move forward and engage in these productive discussions.