



January 17, 2020

Superintendent Jorge Aguilar
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 05824

Re: Continuation of Successor Contract Bargaining

Dear Superintendent Aguilar:

The District's repeated assertion—including, most recently, in the District's renewal of its request for certification of impasse—that SCTA has refused to bargain are incorrect, as you well know.

SCTA has never refused to bargain with the District. Rather, we have taken pains to explain that the District's own refusal to comply with the Parties' previous contract—including, but not limited to, its salary schedule provisions and health benefits savings provisions—has been and remains a significant obstacle to the Parties' ability to engage in meaningful and substantive negotiations over many key contract provisions.

Many, but not all. And as to those provisions that are not impacted by the District's violations of the contract and its repeated and inexplicable opposition to timely resolution of the Parties' disputes—such as the District's ill-advised and ultimately unsuccessful bid to avoid arbitration over the salary schedule dispute by suing SCTA, as well as the District's more recent refusal to proceed to hearing over the health benefits dispute with the AAA appointed arbitrator—SCTA has been and remains ready to bargain.

In fact, SCTA has been meeting with the District to bargain over a number of matters, including but not limited to language, speech and hearing specialist salaries, and permanent CTE employment status. The Parties have met twice in just the last week to bargain over substitute teacher employment issues, though regrettably this bargaining has been largely a waste of time because of the District's continued and apparently chronic inability to understand its own operations and practices, with District representatives conceding today that their lengthy and detailed explanation last week of substitute assignment practices was incorrect.

As we explained to the District representatives at the PERB informal conference last month, SCTA remains ready to continue bargaining over a successor contract. We reiterate this commitment today, though we again submit that bargaining will be most effective and efficient if the Parties first direct their efforts at resolving those matters not impacted and complicated by

the outstanding dispute over health benefits. These matters include, but are not limited to, restorative practices, MTSS, induction, and substitute hiring, and student assessments, among others. Understanding the Parties' mutual interest in preparing for the health benefits arbitration, the timely resolution of which we all agree will facilitate bargaining over many key contract provisions, SCTA proposes that the Parties continue their successor contract negotiations on any of the following dates following the scheduled arbitration hearing: March 3, 4, 5, or 6, commencing at 4 p.m. at the SCTA office.

Sincerely,



David Fisher
SCTA President