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August 16, 2019

Sent via email to dfisher@saccityta.com

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

RE Commencing Negotiations for 2019-20 Successor Contract

Dear Mr. Fisher:

We understand from comments made by Sacramento City Teachers Association (SCTA) First Vice President Nikki Milevsky at the August 15, 2019 Board meeting that SCTA leaders are interested in beginning negotiations with the District. However, we understood Ms. Milevsky's comments as stating that there remain issues that must be addressed before the District and SCTA can begin negotiations on a new contract. As stated in our [August 13, 2019 letter](#), we do not believe that any of the five issues articulated by SCTA leadership in your document labeled "Proposal" dated August 7, 2019 are actually unresolved or impediments to our beginning negotiations. Moreover, Ms. Milevsky's comments at the August 15th Board meeting made reference to an additional thirty (30) alleged unfair practices that apparently now must be resolved before negotiations begin. These alleged unfair practices were not mentioned in the letter from SCTA leaders of August 8, 2019.

We believe that Ms. Milevsky's comments demonstrate that SCTA leaders do not want to begin bargaining in good faith with the District. Instead, SCTA leaders appear to be "moving the goal post" and imposing new and different conditions on the District to meet before bargaining can begin. This is a delay tactic, which is an unfair labor practice, and is contrary to the legal requirement that parties to a contract bargain in good faith. Should SCTA leadership continue to refuse to bargain with the District, the District will be left with no other choice than to file a second unfair practice charge against SCTA.

We have discussed with you the conditions you continue to raise numerous times and have identified a path forward to resolution. Furthermore, as you know, pursuant to Article 4 of the CBA, District staff meets with you twice each month to discuss such matters. SCTA has other appropriate avenues to address complaints that remain unsolved through these regular meetings. Ultimately, we do not believe that any disagreement between the District and SCTA on District practices should stand in the way of our beginning negotiations so that we can focus on the important work of student achievement and move our District forward.

The below restates our responses to each of the items you have listed as “obstacles to negotiations” as stated in our August 13, 2019 letter:

1. Filling of vacancies: District staff has been extremely busy this summer working to fill vacant positions. As of the date of this letter, the District has staffed 96% of its positions and continues to offer vacant position to laid off employees who are credentialed and qualified for those positions as well as post positions for which no laid off or other employee is available to accept. While filling vacancies is critical and we intend to continue this work to ensure as few vacancies as possible for the start of the school year, this does not stand in the way of commencing negotiations.

2. Rescission of cuts to Child Development: The District made cuts to child development programs as part of its fiscal recovery plan. Employees were laid off in accordance with the legally required procedures and laid off child development employees have been returned to positions as funding and enrollment create additional need. This work will continue and this too does not stand in the way of commencing negotiations.

3. Rescission of cuts to classified staff: While we appreciate SCTA’s concern about our classified employees, the return of classified employees who were laid off will be determined by the District based on enrollment needs and funding, and worked on in conjunction with our classified labor partners. Furthermore, as we mentioned in our [correspondence of August 7, 2019](#), you appear to be bargaining on behalf of classified employees, which is a direct violation of labor law. The fact that classified staff remain laid off does not preclude the District and SCTA from commencing negotiations.

4. Full implementation of the certificated salary schedule arbitration decision: As you know from meetings between the District and SCTA leaders on May 16, June 5, June 6, and July 31, 2019, this work has been ongoing for several months. As stated in our earlier communications, the salary schedules are completed and posted on the District’s website as well as programmed into the District’s payroll system to ensure work done on or after July 1, 2019 is paid according to those schedules. The District and SCTA have been working together to develop the formula for calculating the retroactive payments for the 2018-19 school year and will continue that work in the coming weeks. As we stated in our letter of August 7, 2019, this matter is in the implementation phase and should not stall beginning the contract negotiations that the [District has sought to start since November 2018](#).

5. Expedited Arbitration on Health Plan: The District’s legal counsel has communicated to SCTA’s legal counsel the District’s agreement to arbitrate consistent with Article 4 of the CBA SCTA’s grievance on Article 13, related to health plan savings. When SCTA moves 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. As we

wrote back on June 13, 2019, the District will hold the projected savings from market changes in trust in order to allow for the conclusion of the arbitration process.

While we appreciate SCTA leadership being available on August 22, 2019, this meeting should be a negotiations session. Our negotiation team is available to meet with SCTA leaders beginning at 9:00 a.m. We look forward to hearing from you confirming that the August 22, 2019 meeting will be to negotiate a successor contract.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke and a small dot at the end.

Jorge A. Aguilar
Superintendent