Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
Jorge A. Aguilar, Superintendent

December 20, 2019

Sent via email to: dfisher@saccityta.com

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

Re: Commencing Negotiations

Dear Mr. Fisher:

To date, you have not responded to the District's most recent letter dated December 9, 2019 requesting to begin negotiations and offering dates this week for us to negotiate. You also have not responded to any of the negotiation proposals the District has submitted to SCTA since August 2, 2019 on Articles 5, 6, 8, 11, 12, 13, 17, 18, 21, or on the school calendars for 2020-21 and 2021-22 school years.

As you know, the term of the CBA expired on June 30, 2019. Beginning negotiations is critical to the work of moving our District forward and addressing our current $27 million structural deficit. We believe that the solutions to solving our fiscal crisis and recognizing our equity vision lies in negotiations with our labor partners and the willingness to have difficult discussions and explore options for addressing our challenges.

Earlier today the District sought the involvement of the California Public Employment Relations Board (PERB) in our negotiations by requesting that PERB determine the parties are at an impasse and recognize that we would benefit from the assistance of a mediator. PERB did not determine that the parties are at impasse.

We again request that SCTA leadership join the District in setting aside our differences, knowing those will be resolved in whatever forum in which they are pending, and begin negotiations for the 2019-20 successor collective bargaining agreement. Together, through negotiations, we can begin the critical work that will allow us to move our District forward and realize our shared vision of attracting and retaining a high quality staff and offering educational opportunities for all of our students.

Please respond by January 10, 2020 as to any of the following dates will work for the District and SCTA leadership to begin negotiations: January 14, 2020, January 15, 2020, January 16, 2020, January 24, 2020, January 28, 2020, January 29, 2020, January 30, 2020 or January 31, 2020. We believe our District is stronger when we work together, and we look forward to engaging with you in moving our District forward.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

December 9, 2019

Sent via email to dfisher@saccityta.com

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

Re: Commencing Negotiations for 2019-20 Successor Collective Bargaining Agreement

Dear Mr. Fisher:

To date, you have not responded to our October 3, 2019 letter requesting to begin negotiations on a successor Collective Bargaining Agreement ("CBA") between the District and the Sacramento City Teachers Association ("SCTA"). Nor have you responded to any of the proposals that we have passed to SCTA via email since August 2, 2019.

As you know, the term of the CBA expired on June 30, 2019. Beginning negotiations is critical to the work in moving our District forward and addressing our current $27 million structural deficit. The importance of beginning negotiations was echoed by Sacramento County Superintendent David Gordon in his September 12, 2019 letter to the District, stating:

> *"Although there have been delays in this process, we see that the district has submitted an initial Negotiations Proposal to the Sacramento City Teachers' Association. We again encourage the district and its bargaining units to immediately accelerate the negotiations process so that all possible savings to the budget can be realized."*

The importance of the District and SCTA beginning negotiations was also echoed in the October 21, 2019 Sacramento Bee opinion piece by Sacramento Mayor Darrell Steinberg emphasizing the importance of the District and our labor partners working together to address the challenges that face our District. We agree with Mayor Steinberg that the solutions to solving our fiscal crisis and recognizing our equity vision lies in negotiations with our labor partners and the willingness to have difficult discussions and explore options for addressing our challenges.

Despite the District's repeated requests to begin negotiations, as well as calls to negotiate from Superintendent Gordon and Mayor Steinberg, among others, SCTA has remained unwilling to come to the bargaining table and respond to the negotiations proposals passed by the District.

In yet another effort to move the negotiations process forward, attached to this letter are the District's negotiations proposals on Article 5 (Hours of Employment), Article 6 (Evaluation), Article 8 (Transfers), Article 12 (Compensation), and Article 17 (Class Size). These proposals are in addition to the proposals previously sent, to which SCTA leaders have not responded:

1) Negotiations Ground Rules
2) Health Benefits - Article 13
3) 2020-21 and 2021-22 School Calendar
4) Organizational Rights – Article 18
5) Organizational Security – Article 21
6) Safety Conditions—Article 11

As you know, on October 4, 2019, the California Public Relations Board issued a complaint against SCTA for, among other things, failing to bargain with the District in good faith. The proposals included with this letter represent the last of our proposals on the CBA articles that the District sunshined over a year ago, on November 15, 2018. The District's team is again available to commence negotiations, receive counter proposals from SCTA on the articles we have sent to you, and offers the following dates: December 16, 18, and 20, 2019. Please let us know by Friday, December 13, 2019, on which of these dates SCTA leaders are available to begin negotiations.

Finally, as we have repeatedly over the past year, we again request that SCTA join the District in setting aside our differences, knowing those will be resolved in whatever forum in which they are pending, and begin negotiations for the 2019-20 successor collective bargaining agreement. Together, through negotiations, we can begin the critical work that will allow us to move our District forward toward fiscal solvency and recognition of our vision of equity and access for all of our students.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

October 17, 2019

Sent via email: dfisher@saccityta.com

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

Re: Request to Commence Negotiations for 2019-20 Successor Contract

Dear Mr. Fisher:

The District received your October 11, 2019 letter in response to the District's October 3rd request that SCTA leaders agree to begin negotiations for a 2019-20 successor contract. We are disappointed that SCTA leaders are again refusing to begin negotiations, instead conditioning negotiations on items that are either resolved or in the process of being addressed through arbitration.

You state that our reference to the fifteen prior requests that you begin negotiations is "provably false on its face." Attached for your review are copies of the fifteen letters detailing the district's previous requests that SCTA begin negotiations with the District, offering possible meeting dates and sharing proposals. There is nothing false about that statement in our letter. Moreover, the Public Employment Relations Board ("PERB") has now issued a complaint against SCTA related to the continued refusal to bargain in good faith (PERB Case No. SA-CO-635-E).

You also state that because the District has not fully implemented the salary restructure by paying the retroactive salary earnings to employees for the 2018-19 school year, SCTA cannot negotiate wages going forward. This is simply not true. **The new salary schedule structure is fully in effect for current 2019-2020 certificated employees' salary payments and the District has already implemented one of the two 2018-2019 retroactive payments to eligible employees, and anticipates issuing the next payment in November 2019.** We have shared the calculation and methodology we would be using for both calculations with you during several meetings in August and September 2019. We also previously shared an implementation agreement with you on September 4, 2019 and requested that both the District and SCTA leaders sign off on such agreement to ensure we were in agreement going forward. You refused to sign the agreement and did not offer any alternative language. As we move toward applying the calculations for the second retroactive payment related to base salary, we intend to provide you with documents that you requested once they are completed as well as provide you with an updated implementation agreement.

Additionally, as previously stated, the District has already included these retroactive payments in its 2019-2020 Budget and is committed to issuing base salary retroactive payments in November. There is nothing about the salary restructure implementation that should delay our ability to return to the bargaining table.

Furthermore, as you know our budget has been disapproved by the Sacramento County Office of Education. They have also encouraged the District to begin negotiations with SCTA to address our current $27 million dollar structural deficit that will allow the District to have a budget that is not negatively certified and reduce the oversight by the Sacramento County Office of Education and its Fiscal Adviser. In its letter of September 11, 2019, SCOE urged the District and SCTA to commence negotiations, stating:

> *"Although there have been delays in this process, we see that the district has submitted an initial Negotiations Proposal to the Sacramento City Teachers' Association. We again encourage the district and its bargaining units to immediately accelerate the negotiations process so that all possible savings to the budget can be realized."*

In terms of our disagreement over the interpretation of Article 13.1 related to health benefits, we have agreed to proceed with arbitration of your grievance on this issue as spelled out in the August 21, 2019 agreement between the District and SCTA. This issue will be resolved through arbitration and does not preclude the parties from beginning negotiations. If the arbitrator agrees with SCTA's interpretation of Article 13.1 and determines that some amount of savings are to be used for purposes agreed upon by the District and SCTA, we will meet to discuss how and where to apply those savings.

Finally, you have stated that the District has backtracked on other open issues that are mandatory subjects of bargaining. You list as examples permanent status for CTE teachers, implementation of retroactive practices including implicit bias training for all certificated staff, implementation of multi-tiered systems of support (MTSS), and potential changes to the school calendar. We are pleased that SCTA shares the District's interest in discussing these important topics that are critical to improving educational opportunities for all of our students and believe that these are part and parcel of our various proposals that have been and will be passed to SCTA electronically while we await your agreement to begin bargaining.

Related to the school calendar, as I communicated in our August 2, 2019 letter, the District has been attempting to implement changes to the school calendar since our 2017 Tentative Agreement, which required the District and SCTA leaders to meet within fifteen (15) days of the date of the approval of the November 5, 2017 agreement to meet and confer regarding calendars for the 2018-19, 2019-20, and 2020-21 school years with the goal of offering "opportunities and enrichment for students to attend local institutions of higher education". Despite the District offering a number of dates to discuss calendar changes for the 2018-19 and 2019-20 school years, SCTA leaders did not meet with the District, propose an alternative to the District's proposed calendars, or agree on any changes to the proposed calendars. On August 2,

2019, the District made a proposal relative to the 2020-21 and 2021-22 school calendars. To date, SCTA leaders have not agreed to meet with the District to discuss this proposal nor has it offered any alternative to the District's proposal. We believe this issue demands our respective attention sooner, rather than later, so that any changes agreed upon can be shared with our students, parents, and community as soon as possible to allow for maximum planning for the start of the school year in August of 2020.

In short, nothing about the issues you have described as impediments to us beginning our work at the bargaining table actually stand in the way of that work. We again urge SCTA leaders to come to the table to begin successor contract negotiations. Our District, our community, and most importantly, our students deserve to have the District and SCTA leaders working together to address our structural deficit and enhance learning opportunities for all of our students. Our team is available to begin these important discussions, so please provide us with dates that your team is available to begin negotiations.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

October 3, 2019

Sent via email to dfisher@saccityta.com

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

Re: Commencing Negotiations for 2019-20 Successor Collective Bargaining Agreement

Dear Mr. Fisher:

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 Association ("SCTA"), or any of our fifteen (15) prior letters sent since November 2018 requesting to begin negotiations. As you know, the term of the CBA expired on June 30, 2019. Beginning negotiations is critical to the work in moving our District forward and addressing our current $27 million structural deficit. The importance of beginning negotiations was echoed by Sacramento County Superintendent David Gordon in his September 11, 2019 letter to the District, stating:

> *"Although there have been delays in this process, we see that the district has submitted an initial Negotiations Proposal to the Sacramento City Teachers' Association. We again encourage the district and its bargaining units to immediately accelerate the negotiations process so that all possible savings to the budget can be realized."*

In yet another effort to move the negotiations process forward, attached to this letter is the District's proposal on Article 11, Safety Conditions. This proposal is in addition to the previously sent proposal which SCTA leaders have not responded to:

1) Negotiations Ground Rules;
2) Health Benefits - Article 13;
3) 2020-21 and 2021-22 School Calendar;
4) Organizational Rights – Article 18; and
5) Organizational Security – Article 21

The District's negotiations team is available on October 9, 11, and 14-16, 2019, to meet with SCTA to discuss all of these negotiations proposals. Please let us know by October 7, 2019 which of these dates will work for SCTA.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

August 23, 2019

Sent via email: dfisher@saccityta.com

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

RE: Commencing Negotiations

Dear Mr. Fisher,

As you know from our letters of August 2, August 13, and August 16, 2019, we invited the Sacramento City Teachers Association ("SCTA") to meet with the District yesterday to begin negotiations on a successor contract. Unfortunately, SCTA leaders did not accept our invitation. Instead, you sent a letter on August 21, 2019 demanding that we "resolve a number of outstanding issues" before you are willing to start the negotiations process. To the extent the "outstanding issues" referenced in your letter are the same as those referenced in your document of August 7, 2019 labeled a "proposal" or your August 8, 2019 letter, we reiterate again that those issues are not unresolved and do not stand in the way of the District and SCTA beginning the negotiations process.

In fact, the District responded to each of the perceived unresolved issues listed in your letter in detail in our August 13 and August 16, 2019 letters. Your letter again claims that the District has not agreed to move SCTA's grievance on Article 13.1, related to health plans, to arbitration. As you are aware, the District's legal counsel communicated to SCTA's legal counsel on Monday, August 19, that the District was in agreement to move the matter to arbitration and would be signing the agreement that was proposed by SCTA. That agreement was signed by me and sent to your legal counsel before your August 21, 2019 letter was sent to the District.

Your August 21st letter takes issue with my characterizing SCTA leaders' actions in delaying bargaining as "moving the goal post" and claims that you have consistently demanded that the District "honor the contract" before SCTA leaders will agree to begin negotiations. However, a review of the correspondence between SCTA leaders and the District over the past nine months demonstrates that SCTA leaders have indeed "moved the goal post" by repeatedly imposing preconditions that must be met before you will begin negotiations. Some examples of these preconditions, and the inconsistency between these preconditions, are described below.

- December 13, 2018 letter from SCTA leaders to the District in response to the District's November 9, 2018 letter requesting to begin negotiations in December 2018:

  "The Association agrees to submit its initial contract proposal no later than the first regular meeting of the Board of Education during the month of February the year the contract expires. Please be advised [SCTA] has every intention of abiding by Article 25. We look forward to scheduling dates after we submit our initial contract proposals as set forth above."

Contrary to SCTA leaders' assurance that you would abide by Article 25, you did not do so. Article 25.1 requires that the District and SCTA enter into negotiations of a successor agreement no later than 120 days prior to the expiration of this Agreement. SCTA leaders did not abide by this provision of the contract nor its commitment in the December 13, 2018 letter to schedule negotiations dates because to date SCTA leaders have not accepted any of the forty-five (45) dates the District has offered for negotiations.

- February 20, 2019 letter from SCTA leaders to the District in response to District's February 15 letter requesting to begin negotiations since SCTA had finally *sunshined* its proposals for negotiations:

  "As set forth in the proposals that we sunshined at the school board meeting on February 7, 2019, we believe meaningful negotiations regarding a successor contract would be more likely to occur after the resolution of the several major issues from our current contract, including but not limited to, the implementation of the agreed-upon salary restructuring, and the addition of resources to the classroom via smaller class sizes and more support staff, as a result of potential changes from the health plans."

The two issues highlighted by SCTA leaders as needing to be resolved before negotiations can begin are not actually an impediment to beginning negotiations and are nearly resolved (salary restructure) or in the process of being resolved through arbitration (health benefits).

- March 11, 2019 letter from SCTA leaders to the District in response to District's March 4 letter again asking SCTA to begin negotiations:

  "...we believe that beginning negotiations on a successor agreement at this time would be premature while two major issues from our previous contract remain unresolved—the salary structure and implementation of our agreement to redirect health plan savings to achieve our mutually-agreed upon staffing goals..."

  "For the reasons set forth above, we believe that successor contract negotiations would not be productive at this time, and assure you that SCTA will meet its legal obligations to bargain in good faith."

Again, SCTA leaders claimed that resolution of the salary restructure and health benefits issue were necessary before negotiations could begin. SCTA leaders also again assured the District that it would meet its legal obligation to bargain in good faith, which it still has not done.

- March 15, 2019 SCTA leadership response to Unfair Practice Charge filed by the District against SCTA for SCTA leaders' failure to bargain in good faith:

  "SCTA has simply pointed out the obvious, that successor contract bargaining is made exceedingly complicated by the District's refusal to resolve two issues outstanding from the Parties' last bargain, i.e., the certificated salary schedule structure and potential changes to the health plans."

Here again SCTA leaders claim that there are two issues that must be resolved before you will begin negotiations with the District—salary restructure and health benefits.

- March 23, 2019 email from SCTA Executive Director John Borsos to Superintendent Aguilar:

  "We believe bargaining for a successor contract will be more productive after the district honors and fully implements the current contract and remedies its unlawful conduct."

In this correspondence SCTA leaders add another precondition to beginning negotiations for a successor contract—"remedying [the District's alleged] unlawful conduct" without describing what unlawful conduct must be remedied.

- April 12, 2019 letter from SCTA leaders to the District following SCTA's one-day strike:

  "The strike yesterday was the clearest expression of a membership mandate that honoring the contract and obeying the law is the appropriate starting point for a renewed discussion. Toward that end, we are proposing once again to give the District the opportunity to fix its unlawful actions prior to SCTA representatives gathering to discuss next steps to get the District to honor the contract and obey the law."

Here, SCTA leaders expanded the preconditions to negotiations claiming that numerous unfair practices alleged to have been committed by the District must be resolved before negotiations could begin, notwithstanding that SCTA leaders had not specified which alleged unfair practices justified the strike or how those alleged unfair practices prevented the parties from starting the negotiations process.

- May 23, 2019 letter from SCTA leaders to the District:

  "Considering that wages, benefits, and staffing are perhaps the three biggest issues in any negotiations, resolving those issues before commencing negotiations on a successor agreement would be the logical process ..."

In this communication, SCTA leaders add yet another precondition to bargaining, namely staffing, and resolution of SCTA's challenges to the District's layoff process. SCTA leaders filed a lawsuit challenging the District's layoff, but has delayed the hearing on the matter before the Sacramento Superior Court until February 14, 2020.

- June 3, 2019 email from Mr. Borsos to Superintendent Aguilar:

  "Honoring the contract is appropriate to address through our current collective bargaining agreement rather than in successor contract negotiations."

Again, SCTA leaders claim that Article 13.1 regarding health benefits is a barrier to beginning negotiations with the District.

- June 20, 2019 email from SCTA President David Fisher to Superintendent Aguilar:

  "As we have informed you numerous times, we believe it would be far more productive to commence negotiations for our successor agreement after you have kept your word and honored the current agreement which you have unlawfully refused to abide by."

While not clear which contract terms are believed to be at issue in this communication from SCTA leaders, to the extent they involved the salary restructure and health benefits, implementation of the

salary restructure consistent with the arbitrator's decision was being discussed between the District and SCTA leaders as of this time. The health benefits issue was pending before the Public Employment Relations Board based on SCTA filing a claim against the District in that forum.

Thus, from November 2018 to present, the preconditions that SCTA leaders claim must be met before negotiations can begin have expanded from resolution of the salary restructure arbitration and health benefits grievance, both of which have been or will be resolved through the grievance arbitration process, to now include:

- Rescissions of certificated layoffs that were upheld by the Administrative Law Judge;
- Rescissions of classified layoffs which is not a subject of negotiations for SCTA; and
- Resolution of thirty or more unfair practices allegedly committed by the District without providing information to the District on how those prevent the parties from moving forward with negotiations.

The District's letters dated August 13 and August 16, 2019 specifically addressed these preconditions claimed by SCTA leaders that prevent SCTA leaders from beginning the negotiations process. As you know from meetings between the District and SCTA leaders on the salary restructure on May 16, June 5, June 6, and July 31, 2019, this work has been ongoing for many months and we are entering the last phase of this work—applying an agreed-upon formula to employee earnings to determine retroactive payment amounts so that the District can then issue those payments. On the disagreement between the District and SCTA over Article 13.1 related to health benefits, the District has agreed to arbitrate consistent with Article 4 of the CBA. When SCTA leaders move 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.

While SCTA leaders focus on past disagreements that are already in the process of being resolved or implemented as outlined above, we are focused on moving the District forward to a future where we are able to provide all of our students with the educational opportunities they deserve. These negotiations should not be preconditioned on resolving disagreements that are already in the process of being resolved or implemented as outlined above. Please join us in coming to the table to create this future for the students that we serve collaboratively. There is no reason to continue delaying negotiations on a successor contract.

To move the negotiations process forward while SCTA leaders refuse to meet with the District to begin negotiations, we will continue to provide our proposals to SCTA electronically. In addition to our proposals on ground rules, health benefits (Article 13), and 2020-21 and 2021-22 school calendars provided to you on August 2, 2019 and to which you have not responded, enclosed with this letter please find two additional proposals form the District on Articles 18 (Organizational Rights) and 21 (Organizational Security). The District's negotiations team is available on September 3, 4, and 6, 2019 to meet with SCTA to discuss these negotiations proposals. Please let us know by August 30, 2019 which of these dates will work for SCTA.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9010 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

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,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9010 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

August 13, 2019

Sent via email to dfisher@saccityta.com

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

RE: Commencing Negotiations for 2019-20 Successor Contract

Dear Mr. Fisher:

Thank you for your August 8, 2019 response to my August 2, 2019 letter regarding commencing negotiations between the District and SCTA for a successor collective bargaining agreement. I want to reiterate my commitment to work with you collaboratively to resolve our disagreements and move forward with negotiations. I believe that such collaboration is possible when we focus our attention on resolving the substantive issues that are critical not only to us, but to our students, team members, and community.

Your August 8 letter claims that the District sent its proposals to commence negotiations in an attempt to distract attention from an alleged incident that occurred at the Board Meeting on August 1. As I described in a separate letter responding to the grievance you filed on this matter, President Ryan's asking SCTA 2nd Vice President Hasan McWhorter to finish his public comments in the time allotted and stated on the Board Meeting agenda was consistent with the District's Board Bylaws and past practice as described in the District's letter to SCTA today. The August 1, 2019 Agenda, item 9.1, clearly stated as follows:

9.0 COMMUNICATIONS

6:50 p.m. ***9.1 Employee Organization Reports:*** ***Information***
3 minutes each

- *SCTA*
- *SEIU*
- *TCS*
- *Teamsters*
- *UPE*

It is important to note that Mr. McWhorter's microphone was not cut off by President Ryan. She does not have the technological control over the microphone. Instead, staff members in the control room control the microphone and other Board Meeting-related technology.

Concerning our August 2nd proposal, I assure you that the District sent its proposals at the late hour when our many days of work was completed and not for any other reason.

Your letter further requests that the District meet "around-the-clock" to "remove obstacles" that SCTA believe stand in the way of commencing successor contract negotiations. Your list of items that are "obstacles to negotiations" along with the District's response to each are set forth below:

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. It 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.

Your recent communication appears to be yet another attempt to delay negotiations on a successor contract, something the District has requested to begin since November 2018. It also appears to be conditional bargaining in violation of Government Code section 3543.6 and the obligations of employee organizations to meet and negotiate in good faith with a public school employer.

The District remains committed to keeping SCTA informed about our continued work in filling vacancies and returning laid off employees to work. We are also committed to continuing to work with SCTA to confirm the retroactive payments to employees consistent with the salary restructure and resolving our different interpretations of Article 13.1 through arbitration. We again request that SCTA stop placing specious "pre-conditions" on negotiations and instead agree to meet with the District negotiations team to begin negotiations. Our team remains available for negotiation sessions on August 19, 20, 22, and 27, 2019. We remain hopeful that we can begin critical contract negotiations with SCTA so that students, families, and our employees do not spend another year distracted by labor disputes and contract negotiations and can instead focus on student achievement and equity this school year.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

August 2, 2019

Sent via email to dfisher@saccityta.com

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

RE: Initial Negotiations Proposal

Dear Mr. Fisher:

With less than a month left before the start of the 2019-2020 school year, the District remains committed to working with the leaders of the Sacramento City Teachers Association ("SCTA") to negotiate a successor contract that is fair to our hard-working educators, keeps the District fiscally solvent, and most important, provides students with greater opportunities to reach their potential. The District has requested to commence negotiations with SCTA leadership since November of 2018, and through June of 2019 with eleven (11) letters offering thirty-seven (37) dates to meet. As you know, the last round of negotiations between the District and SCTA took nearly fourteen (14) months, with over thirty (30) negotiations, mediation, and pre-fact-finding meetings between the parties. The District's desire to commence negotiations early was two-fold: to start the negotiations process as soon as possible and complete it before the term of the current agreement ended on June 30, 2019 and to move forward collaboratively to avoid another school year consumed by contract negotiations and labor unrest rather than focusing on student achievement.

Despite the District's efforts to begin negotiations, SCTA leaders have repeatedly stated that negotiations will not be productive until a number of outstanding items related to the Collective Bargaining Agreement (CBA) are resolved. To the extent that there were or are lingering issues with the 2017 Tentative Agreement, the salary restructure issue was resolved through arbitration. The interpretation of section 13.1.1 will also be resolved through arbitration of your grievance filed on June 4, 2019. Neither of these issues, nor any other outstanding issue, stands in the way of the parties beginning successor contract negotiations.

In our June 20, 2019 letter, the District notified SCTA leaders that we would submit proposals to SCTA electronically if we did not receive a response on our request to begin negotiations. Given that SCTA leaders have not accepted the District's request to begin negotiations, and because we must move the negotiation process forward in order to bring fiscal stability to the District and provide the programs and services that our students desperately require to succeed, we are submitting the District's proposals on Article 13 that was *sunshined* in November 2018 by the District for negotiations. The District's initial proposals are attached and background for each is described below:

Article 13– Health Benefits

Sacramento City Unified School District is the only large urban district in the region that pays the full premium (100%) for the HealthNet family plan at an annual cost of approximately $31,492 for the current year. This structure, where the District bears the full cost of the benefit plan and any increased cost year over year, is not sustainable and has resulted in a structural deficit that the Sacramento County Office of Education, FCMAT, and other experts have denounced over the years.

The District's proposal on Article 13 proposes a benefits package for employees that is comparable to similarly situated school districts. The proposal provides a District contribution of 100% of the premium cost for employee only coverage of the low cost plan offered by the District plan (currently Kaiser). The proposal would provide for the District to contribute 75% of the premium of the low cost healthcare plan for employee plus one and family plans. The proposed premium contribution structure is essentially the same as the structure used in San Juan Unified School District and is comparable to or even more generous than what is provided by Elk Grove Unified and the State of California to their employees. In addition to bringing the District in line with the vast majority of comparable school districts and public agencies in California, this proposal will also ensure that there is equity in the amount contributed by the District to all of our employees, whether certificated or classified.

The proposed revision to Article 13 also includes the District's effort to reign in the District's unfunded liability for retiree healthcare costs. This liability is currently $726 million. This amount is significantly higher than the 1999 liability amount of $148 million. To ensure that this liability does not continue to grow, we propose an increase to the monthly contribution by SCTA members to help fund their healthcare in retirement. Given the critical importance of fulfilling this important commitment to our valued employees we must finally act on this critical issue. Thus, the District is proposing that SCTA members increase their contribution to limit the growth of the District's current unfunded liability.

2020-2021 and 2021-2022 School Calendars

Next, the District proposes revisions to the School Calendars for the 2020-2021 and 2021-2022 school years. On November 5, 2017, the District and SCTA signed the "Framework Agreement" to resolve negotiations. A material term of that agreement includes the following:

Within 15 days the parties agree to meet and confer about the school calendar for the next three years. The meet and confer shall include the start and end dates as well as the semester

end dates. One major underlying goal is to offer opportunities and enrichment for students to attend local institutions of higher education.

On March 1, 2018, the District and SCTA agreed to a 2018-2019 calendar which maintained the status quo by starting the work year on August 30, 2018. The District and SCTA leaders also agreed to continue negotiations for the two remaining school years (2019-2020 and 2020-2021) consistent with the 2017 Tentative Agreement for a possible mid-August start date. As we explained in numerous letters, including those of December 14, 2018 and December 21, 2018, the District's proposed changes to the school calendar are critical to address the needs of the students and families we serve. The proposal aligns the District's calendar with neighboring school districts and increases academic, enrichment, and workforce opportunities for students. Unfortunately, SCTA leadership did not agree to these changes for the 2019-20 school year.

The District is again proposing to change the school calendars for the 2020-21 and 2021-2022 school years to provide for a mid-August start date. The proposed calendar will allow students to enroll in summer courses and/or apply for summer jobs and internships beginning in early to the middle of June, opportunities that have previously been unavailable to students due to the District's traditional end of school dates. The earlier start date will, among other things, also provide students with additional instructional days prior to Advanced Placement (AP) and International Baccalaureate (IB) testing, the SAT, and other assessments, better positioning them for success in applying to institutions of higher education.

Ground Rules for Negotiations

Attached are the District's proposed ground rules for this round of negotiation. These ground rules are rooted in best practices and similar to the ones that have already been established with other labor partners.

The District intends to pass additional proposals on other articles that we *sunshined*, therefore, passing these proposals does not preclude the District from sharing proposals with SCTA on other articles.

Please review the District's proposals on these articles and let us know if you are available to begin negotiations on these and any other articles that the District and SCTA intend to bring forward. The District's negotiations team is available round the clock on August 6, 7, 12, 13, 19, 20, 22, and 27, 2019 to meet to begin contract negotiations for the 2019-22 successor contract. Again, we remain eager to begin the negotiations process with SCTA so please let me know which of these dates will work for SCTA's team by Monday, August 5th close of business and I will ensure that the District's bargaining team members are available.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
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Jorge A. Aguilar, Superintendent

June 20, 2019

Sent Via Email (dfisher@saccityta.com)

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

Re: Commencing Negotiations

Dear Mr. Fisher:

This letter follows up on our June 13, 2019 letter to which we are still awaiting a response and respectfully requests that SCTA respond to potential dates to commence successor contract negotiations. Further delay will require us to submit our proposal electronically in order to move the process forward. To date, you have not agreed to our repeated requests to commence negotiations. The District has sent SCTA leaders nine letters offering the following 34 dates to commence negotiations: November 29, 2018, December 5, 11, 18, 20, 2018, January 9, 28, 30, 31, 2019, February 1, 11, 13, 15, 20, 22, 25, 26, 27, 28, 2019, March 1, 11, 12, 13, 15, 2019, April 8, 2019, May 28, 2019 and June 4, 6, 10, 11, 13, 18, 25, 26, 2019. SCTA leaders have not accepted any of the District's offered dates and have refused to commence successor contract negotiations for the 2019-20 school year.

As we have stated previously, Article 25.1 of the Collective Bargaining Agreement (CBA) provides that the District and SCTA agree to enter into negotiations "of a successor contract no later than one hundred and twenty (120) days prior to the expiration of this Agreement." While we are well past the March 2, 2019 date to commence negotiations under Article 25, we again ask SCTA to begin successor contract negotiations with the District in hopes that we can arrive at an agreement prior to the start of the 2019/20 school year.

Please inform the District by June 27, 2019, which of the following dates work for SCTA to begin successor contract negotiations, or offer alternative dates. We propose to meet on July 9, 10, and 11, 2019. Should SCTA continue to delay and/or refuse successor contract negotiations, the District will send you our proposals electronically to minimize any continued delay of this important process and amend the District's unfair practice charge filed on March 11, 2019 with the Public Employment Relations Board to further describe SCTA's continued refusal to bargain.

We urge SCTA leaders to begin negotiations so that we can move forward together and avoid another school year that is consumed by contract negotiations and labor unrest rather than channeling our energy towards focusing on issues impacting student achievement.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
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Jorge A. Aguilar, Superintendent

June 13, 2019

Sent via email to dfisher@saccityta.com

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

RE: State Superintendent Meeting and LMI

Dear Mr. Fisher:

Thank you for attending the meeting on Thursday June 6, 2019 with the District hosted by State Superintendent of Public Instruction Tony Thurmond. The District remains hopeful that we can resolve our differences and commence successor contract negotiations with SCTA in advance of the start of the 2019-20 school year so that we can shift our focus for the upcoming school year on ways to enhance educational opportunities for all of our students.

As we stated in our May 13, 2019 letter to State Superintendent Thurmond which we previously shared with you, we believe that there are three paths to moving our District forward: (1) addressing the District's current budget situation; (2) resolving existing contract disputes, and (3) commencing successor contract negotiations with SCTA. Our letter expressed the District's understanding of the June 6 meeting as part of our continued efforts on the first path— arriving at a common understanding of the District's current budget situation.

While we did not expect a proposal based on the agenda sent to all parties prior to the June 6 meeting, District staff, along with our Fiscal Advisor and staff from the Sacramento County Office of Education ("SCOE") will review such proposal and its viability for addressing the District's budget issues. As I mentioned during the meeting with State Superintendent Thurmond, SCTA's recommendations were presented on the same day the District's proposed final budget was scheduled for public hearing, along with our Local Control Accountability Plan ("LCAP"). The final budget will be acted on by the Board at our final Board meeting for this school year on June 20, 2019. Nonetheless, as we have done throughout our budget process, we will consider ideas and recommendations presented to the District for consideration in addressing our financial challenges beyond the 2019-2020 adopted budget. In fact, the District has considered some of the recommendations that you put forward at the meeting, including but not limited to how to best utilize any savings achieved from health plan changes - if/when achieved. We also have heard other ideas from stakeholders throughout a series of community budget workshops and other venues, including the Labor Management Consortium which is made up of our other labor partners.

As one of the elements of SCTA's budget recommendations, you propose changing health benefit plans and moving into CalPERS. While such may have an impact on the District's budget, that is not simply a budget recommendation. Rather, that is an item that relates to paths 2 and 3 (resolving existing contract disputes and commencing negotiations). We agree with

State Superintendent Thurmond that it would be inappropriate for him to be involved in our negotiations with SCTA and we believe it is critical for those negotiations to begin immediately. The District does not believe that the dispute concerning how to use savings achieved by a switch to health care plans if/when such are achieved should prevent the parties in moving forward with negotiations for a successor contract. First, there have been no changes to health plans and thus no savings from such. Nevertheless, while the grievance SCTA filed on June 4, 2019 concerning health plan savings is proceeding, the District will hold the projected savings from the HealthNet premium market reduction (offset by Kaiser's increased premium), in trust in order to allow for the conclusion of the process. Were it ultimately determined that such funds should go back to the bargaining unit, we would discuss how to appropriately apply these funds pursuant to Article 13.1.1. Beyond this, the District would like to commence with negotiations as we have other proposals to make that do not depend solely on switching health plan providers or yearly health care market force changes.

Resolving SCTA's disagreements with the District over current contract terms or the budget itself is not a prerequisite to beginning successor contract negotiations. Those matters can be bifurcated. To that end, we are requesting that SCTA commence negotiations around your proposal to move to CalPERS within the context of our successor collective bargaining agreement given that the current agreement expires on June 30, 2019. We urge you to begin negotiations so that we can move forward together on that path and avoid another school year that is consumed by contract negotiations and labor unrest. As two of the three dates proposed by the District last week have now passed, please send us proposed dates and times to commence negotiations at your earliest convenience.

Lastly, we would like to invite you to consider joining our other labor partners at the upcoming California Labor Management Initiative (CA LMI) taking place on June 25-26, 2019 in San Diego. As you may know, the Labor Management Initiative (LMI) is a CDE organization sponsored by CTA, ACSA, CCEE, CCSESA, California Federation of Teachers, CSBA, and AFL-CIO. This opportunity presents a valuable chance for us to build upon and overcome past dysfunction. We hope that you consider participating. Additional information about LMI can be found at this link:

http://cdefoundation.org/cde_programs/clmi/

In summary, the District looks forward to commencing contract negotiations with SCTA as soon as possible and throughout the summer, and is available to meet on June 18, 25 and 26, 2019.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

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Jorge A. Aguilar, Superintendent

May 21, 2019

Sent Via Email (dfisher@saccityta.com)

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

Re: Looking Forward: Commencing Negotiations on Successor (2019-2022) Contract

Dear Mr. Fisher:

I want to express again the District's appreciation of your announcement on May 16, 2019 that the SCTA leadership is delaying its strike that was originally scheduled for tomorrow, May 22, 2019, as a "gesture of good faith in response to a request from Sacramento County Supervisor Phil Serna," and as a "positive step forward". We agree that cancelling the strike is a positive step forward and avoids unnecessary disruption for our students, families, and community.

We also believe it is critical to continue moving forward on each of three paths—reaching a common understanding of the District's budget, addressing issues remaining from the 2017 Tentative Agreement; and moving forward with successor contract negotiations.

Last week, in response to his invitation to a meeting, I shared with State Superintendent Tony Thurmond the District's willingness to meet with him and others, including labor partners, parents, and community members to discuss and understand the District's current budget situation. We believe such a meeting, whether hosted by Superintendent Thurmond or through a fiscal summit held by the District, is a critical path forward.

On the second path—addressing issues remaining from the 2017 Tentative Agreement—we appreciate our ongoing discussions with SCTA on the implementation of the salary restructure. The District's position on the remaining issue, including the switching of health benefit providers, has been expressed to SCTA through several communications.

Finally, the third path focuses on commencing negotiations. The District has asked SCTA leaders to agree to commence bargaining on the successor contract since November 2018. As you are aware, we have sent many communications making this request and have offered over twenty-four (24) dates between November and March for the parties to meet and begin negotiations.

While our Third Interim Budget Report buys the District some time before we run out of cash, it is clear that our District continues to run a structural deficit that is not sustainable and must be addressed. Students and families are depending on us to come together to save our schools by beginning negotiations as soon as possible and working together until we complete the process. The District's negotiations team remains ready and willing to meet with SCTA leaders as soon as possible and to continue negotiations throughout the summer so that we can complete the process prior to the start of the 2019-20 school year and ensure that we can launch the year in a positive direction prepared to work together to serve our students and community. Our negotiations team can meet with SCTA leaders on the following dates: May 28, June 4, 6, 10, 11, 13.

As you know, Article 25.1 of our CBA provides that the District and SCTA agree to enter into negotiations "of a successor contract no later than one hundred and twenty (120) days prior to the expiration of this Agreement." Our CBA expires on June 30, 2019. While we are well past March 2, 2019, the date by which we were to commence negotiations under Article 25, we again urge SCTA to begin successor contract negotiations with the District. Please let us know which date(s) work for SCTA leaders to commence negotiations. We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

May 13, 2019

Sent Via Email to: tthurmond@cde.ca.gov

Honorable Tony Thurmond
California Superintendent of Public Instruction
California Department of Education
1430 N Street
Sacramento, CA 95814-5901

Re: Meeting with Representatives of the Sacramento City Unified School District and Sacramento City Teachers Association

Dear Superintendent Thurmond:

Thank you for your phone call last Thursday morning asking if Sacramento City Unified School District ("SCUSD") would be willing to meet with you, the Sacramento County Office of Education ("SCOE"), the Fiscal Crisis Management and Assistance Team ("FCMAT"), and leaders of the Sacramento City Teachers Association ("SCTA").

After your call, I received an email message from Mr. Mike Fine, FCMAT Chief Executive Officer letting me know that you had asked and that he was willing to facilitate a meeting to discuss potential solutions to the District's current budget crisis, similar to what he had done in a previous meeting with Mayor Steinberg in January 2019. Based on questions raised during that meeting, SCOE then conducted independent analyses and responded to SCTA in February 2019. I also then received a message on Thursday and had a subsequent phone call with Assembly Member McCarty on Friday asking if I would be willing to participate in a meeting facilitated by Mr. Fine. As I described to you during our phone call, the District had already planned to hold a fiscal summit and agreed to participate in the meeting you suggested because that meeting served the same purpose in taking us forward on the path toward addressing the District's fiscal issues – to determine the scope of our budget deficit and discuss potential solutions to close this deficit.

Based on a letter sent to you by SCTA leaders on Friday afternoon, I understand that rather than the meeting we discussed, SCTA has requested that a "Budget Solutions Committee" be formed and chaired by Mr. Fine. In our conversation, you invited the District to a meeting, not to participate in a committee made up of business, elected, and labor leaders who would purportedly determine whether, among other things, "reasonable alternatives have been exhausted" or whether the District has honored the collective bargaining agreement related to health plan changes. The latter question would be inappropriate for the meeting you described to me as it will be addressed through the Public Employment Relations Board ("PERB") in light of SCTA's filing of an unfair labor charge on this matter. Further, the District cannot allow potential solutions to our budget issues to be subject to delay through a committee process that is outside the roles and responsibilities of the Board of Education and SCOE.

Path 1 – Budget Solution Ideas

As a first path to moving our District forward, we are willing to participate in a meeting if the meeting you have proposed is intended to arrive at a common understanding of the District's current budget situation. For such a meeting, we would not only welcome the individuals listed in SCTA's letter but also ask that additional stakeholders be invited, including our other labor partners (SEIU, Teamsters, TCS, and UPE), parents, and community members given that we had already planned for a fiscal summit.

Path 2 – Existing Contract Disputes

As I described during our phone call, an additional path to moving our District forward is addressing the outstanding issues from the 2017 Tentative Agreement, which pertain to making health benefit plan changes. As I mentioned earlier, SCTA has filed an unfair labor charge on this matter which rests on collective bargaining agreement language requiring the District and SCTA to "negotiate in good faith to effectuate on or before July 1, 2018 changes to the health plan." On no less than ten (10) dates the District asked SCTA leaders to meet with the District to discuss health plan changes away from HealthNet to comparable plans that would yield savings to the District. Those changes never occurred. While SCTA has chosen to go to PERB over the language of article 13.1.1, the District has offered and remains willing to talk through resolution options with SCTA so the matter can be resolved more quickly. Nevertheless, the District has expressed to SCTA that when and if changes to the current health plan providers offered to SCTA members are made and our budget issues are resolved, savings from those changes should go to improving services for students.

Path 3 – Successor Contract Negotiations

Finally, as I mentioned over the phone the last path to moving our District forward is commencing successor contract negotiations. As you may know, the District has asked SCTA to commence successor contract negotiations through seven different letters offering over twenty-four dates between November 2018 and March 2019. SCTA leaders have refused to meet with the District to begin these critical negotiations, which are a necessary component to moving our District forward and addressing our budget issues. We cannot risk that a committee will be used to further delay beginning negotiations with SCTA. In the District's current situation, negotiations-related decisions would have to be carefully considered and made by our Board of Education after public input and are subject to oversight and approval by SCOE.

We urge you to consider the importance of each of these three paths and ask SCTA to look at "going forward" solutions that can be negotiated to address our budget issues, particularly in the area of savings through health benefits instead of impacting student programs. As you may know, the District's current health benefit structure will continue to threaten our long-term budget health.

We believe that an "unfair practice" strike by SCTA on May 22 is contrary to moving our District forward and finding solutions to our challenges. We are committed to reaching a solution with all labor partners that will bring a permanent solution to our structural budget deficit and save our schools from a state takeover. Discussions about our budget is one of several paths to moving our District forward. We believe it is critical to continue moving

forward on each of the following three paths and that taking one path and ignoring the others would be short sighted and a disservice to our students:

1) Common understanding of the scope of our budget deficit;
2) Addressing issues remaining from the 2017 Tentative Agreement; and
3) Moving forward with successor contract negotiations.

The District welcomes the opportunity to meet with you, Mr. Fine, SCOE, SCTA, other labor partners, parents and community members to discuss the first path and reach a common understanding of the scope of our budget deficit. This will then establish the foundation for the District and SCTA leaders to move toward resolving the other areas through the PERB and the negotiations processes.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
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Jorge A. Aguilar, Superintendent

April 6, 2019

David Fisher, President
Nikki Milevsky, First Vice President
John Borsos, Executive Director
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: District Response to SCTA Letter and Agreement to Continue Discussions with SCTA to Avert a Strike

Dear Mr. Fisher, Ms. Milevsky, and Mr. Borsos:

Thank you for your letter of April 4, 2019 following up on the District's April 2, 2019 letter offering to continue discussions with SCTA leaders to avert a strike. We agree with SCTA leaders that a "fiscal summit" is a necessary and important step in overcoming our disagreements and to begin restoring trust between SCTA leaders and the District. While we asked that the April 2, 2019 letter be shared with the SCTA Executive Council prior to making the decision to select a strike date and then read that this did not occur, we would nonetheless like to discuss its content.

As stated in our April 2, 2019 letter, we remain committed to continuing discussions on the District's budget as well as the District's practices with SCTA leaders in an effort to avoid a strike. To that end, we would like to ask if you would be willing to revisit our offer to meet with SCTA representatives on April 8, 2019, along with a mediator from the State Mediation and Conciliation Service and appropriate District staff, to review the District's budget projections, address any questions that exist, discuss any areas that may be available for savings, and evaluate whether there are any ideas proposed by SCTA leaders that could be, but have not yet, been implemented.

I acknowledge that in an effort to avoid a strike in 2017, the District and SCTA leaders crafted a handwritten "framework agreement" that was less than clear and has resulted in disagreements over interpretation of key provisions related to salary and health benefits. I learned from that experience that hastily crafted agreements to avert labor actions do not allow for our best thinking on how to serve our students. This is why, while we are again on the verge of a strike by SCTA, our community cannot afford and I will not rush into, any take-it-or-leave-it proposals that are not subject to meaningful discussion and developed through collaboration with SCTA leaders. I have asked, and will continue to ask, that SCTA leaders agree to meet with the District to continue important discussions about our budget, understandings of prior agreements, and how we will step back from

this precipice and move our District forward in a way that benefits all stakeholders, most importantly our students.

I think we can agree that health benefits savings can and must be realized, and soon. Our Labor Management Consortium partners met with representatives from the California Education Coalition for Health Care Reform (CECHCR) yesterday to review plan options that could achieve savings to our District. This is an area where we have a mutual interest in working together, so while SCTA leaders did not accept our invitation to attend yesterday's meeting, we would like to work with you to identify future dates where SCTA leaders can participate. While we did not achieve health benefits savings through plan changes for the 2018-19 school year, we remain hopeful we can work together to do so for the 2019-20 school year.

As you know, we have a very short window of time in which to complete these discussions with CECHCR and implement health benefit plan changes prior to the July 1, 2019 anniversary date for benefits set forth in the SCTA collective bargaining agreement. If we miss this window again, significant savings will go unrealized once again for the 2019-20 school year. I hope that we can agree that the status quo would only benefit health insurance companies, and not our students. We would like SCTA leaders to meet with representatives from CECHCR and the District so that we can achieve health plan savings and begin the important discussions of how those savings can be used to serve our students.

We also remain committed to working together with SCTA leaders to discuss options for resolving the salary restructure grievance. We believe there are many ideas that can and must be considered as we continue to work toward resolving our budget crisis and give our students the educational opportunities they deserve. We are also committed to continuing our discussions that we began on March 28, 2019 regarding the District's practices.

While I understand that the relationship between the District and SCTA leaders is fractured, we are committed to improving how we work with each other to meet the needs of our students. We teach our students every day to be problem solvers. As educators, we need to do the same. This is a problem we can and must solve. We can and must avoid state takeover. But it will take collaboration, conversation, and creativity by all of us. Please let us know if you agree to meet with the District through the State Mediation and Conciliation Service next week so we can work together to avoid a strike.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
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(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

March 4, 2019

Sent Via E-mail: dfisher@saccityta.com

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

Re: Commencing Negotiations on Successor (2019-22) Contract

Dear Mr. Fisher:

Thank you for your letter dated February 20, 2019 regarding SCTA's position on commencing negotiations on a successor (2019-22) contract. The District has been asking SCTA to agree to commence bargaining on the successor contract since November 2018. We were hopeful that after SCTA presented its initial proposals for negotiations at our February 7, 2019 Board of Education Meeting, that this process would finally begin. However, your letter appears to once again delay our negotiations process.

With the threat of state takeover looming, the stakes for our students and families could not be higher. They are depending on us to come together to save our schools by beginning negotiations as soon as possible. It appears from your letter that you are not willing to begin negotiations on a successor contract unless and until the District agrees to meet with SCTA, and the SCOE fiscal advisor, to discuss SCTA's ideas for the District's budget. We believe this meeting has already occurred.

If you are ready to come to the table to negotiate with the District, we reiterate that we are available to meet on any of the following dates and times: March 11, 12, and 15, 2019, all day, and March 13, 2019, until 3 P.M. We also reiterate the requests made in our four prior letters that you provide the names of all of the members of SCTA's bargaining team for the current round of negotiations. We also request that you provide the District with SCTA's position on use of a neutral facilitator for negotiations, scheduling full day negotiations to allow us to work through more issues during each session, and selection of a neutral location for negotiations. Please let me know by March 7, 2019, which of the above dates work to begin negotiations.

For a detailed response to the various allegations in your letter, please see the attached. We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

Response to Specific Allegations

In your letter, you repeat claims that I have caused strain in the District's relationship with SCTA by backtracking on the framework agreement signed in November 2107. I disagree with your claims that I backtracked on the framework agreement reached with Mayor Steinberg in November 2017. As you know, we have implemented all of the agreements memorialized in our tentative agreement, including:

- The 7.5% salary increase for all SCTA members;
- Awarding of unlimited experience credit;
- Athletic Director Stipends

We have also attempted to implement the provisions of the framework agreement related to school calendar. We have reiterated the District's commitment to adjust the certificated employee salary schedule consistent with the District's agreement to a maximum district expenditure of 3.5%. Given SCTA's different understanding of that agreement, we requested that the Sacramento Superior Court determine whether there is a valid contract subject to arbitration. This was not a failed lawsuit. Rather, it provided the necessary guidance from the court that the issue of contract formation is appropriately considered by the arbitrator. The District looks forward to presenting its case on March 7 and 8 to the arbitrator. Typically, arbitrators allow for closing briefs that are due anywhere between thirty to forty-five days after the arbitration hearing. The arbitrator's decision then typically follows thirty to sixty days later. Thus, your speculation that had the District agreed to a January 7 arbitration hearing, the issue would have been resolved by this date is without any factual foundation.

We have agreed to the March 7 and 8 dates offered by the arbitrator and have requested that if any other March dates open up for the arbitrator he notify the parties so that we can hold an additional day if needed for the hearing. Our attorneys have also reached out to SCTA's attorney to discuss evidentiary issues and timelines for providing materials to the arbitrator in order to move the hearing process along, including agreement to start the arbitration at an early time and continue the arbitration late into the days as needed.

While I appreciate your interest in hearing from the California Education Coalition for Healthcare Reform (CECHCR) on health plan options, the District and SCTA are able to move forward with negotiations proposals without that information. We remain very interested in receiving the information from CECHCR and working with all of our labor partners to look at benefit plan options when that information is available.

Further, you claim that the District has refused to meet with SCTA to discuss your proposals that "are specifically designed to 'avoid state takeover and save our schools.'" This is not the case. As you may recall, we agreed to meet with you on January 9, 2019, but you showed up to the meeting location late after having entered into an unlocked room and set up that room without our awareness. We did receive your "10 Facts" document at that meeting and told you that we would follow up with any questions. Along with President Ryan, I attended a meeting on January 18, 2019 with SCTA, Mike Fine from FCMAT, and Mayor Steinberg during which you were provided an opportunity to share your ideas to address the District's financial challenges. After you presented your ideas/proposal and following that meeting, FCMAT provided a list of your questions to the Sacramento County Office of Education (SCOE) and their responses were sent to you on February 14, 2019. Question 6 from SCTA specifically asked for SCOE to

provide an analysis of certain SCTA suggested budget adjustments. In response, SCOE recommended against SCTA's proposal to change the District's contributions to post-employment benefits. Further, SCOE pointed out an error in SCTA's projected savings about reducing central office administrators. SCOE's analysis demonstrated that SCTA's budget ideas would not adequately address the structural fiscal deficit faced by the District.

Finally, we are working as diligently as we can - even on holidays - to save our schools from a state takeover. Nevertheless, in response to a separate request from you, we will attempt to avoid asking for future responses from SCTA on days that fall on state or federal holidays.

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

February 15, 2019

Sent Via Email (dfisher@saccityta.com)

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

Re: Commencing Negotiation on Successor (2019-2022) Contract

Dear Mr. Fisher:

Since November 2018, the District has sent four letters to SCTA requesting to meet and begin this school year's negotiation cycle and proposing dates for the same. SCTA has not responded to the District's multiple requests to meet and negotiate, instead informing us that it had no interest in beginning negotiations before February 7, 2019, when it would submit its initial bargaining proposal to the Governing Board. At the Board meeting of February 7, 2019, the Board received SCTA's initial proposal for successor contract negotiations for 2019-22. Now that we have received your initial proposal, we assume SCTA is ready to begin negotiations of the successor contract.

We look forward to beginning this critical process and partnering with SCTA as we explore very difficult decisions needed to address our budget deficit and save our schools. As such, we offer to meet with SCTA on: February 20, 2019, 11:00 a.m.-2:30 p.m., February 22, 10:00 a.m.-12:00 p.m., February 25, at 3:00 p.m., February 26, 9:00 a.m.-1:30 p.m., February 27, at 10:00 a.m., February 28, 9:00 a.m. - 1:00 p.m., and March 1, 2019, at 1:00 p.m.

Additionally, the District has made multiple requests since November 2018 to discuss negotiation norms and ground rules; schedule full day negotiation sessions to allow for more in-depth discussions with release time for a reasonable number of team members; team composition for SCTA's bargaining team; and use of a facilitator for negotiations. On the latter, I have been briefed about the longstanding strained relationship between SCTA and the District related to negotiations, therefore, I am again requesting that we select a neutral facilitator who could help us avoid state takeover and save our schools. The District remains interested in discussing these important issues as we begin negotiations.

Please let us know by February 20, 2019, the dates that work for SCTA to begin negotiations as well as your response to the proposals above. We appreciate you providing your initial proposal and your anticipated partnership throughout this process to ensure that we can continue meeting the needs of our students.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachments

Sacramento City Unified School District

HUMAN RESOURCE SERVICES
P.O. Box 246870 • Sacramento, CA 95824-6870
(916) 643-9050 • FAX (916) 399-2016
Jorge A. Aguilar, *Superintendent*
Cancy McArn, *Chief Human Resources Officer*

January 17, 2019

David Fisher
President, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Re: First Negotiations Session

Dear Mr. Fisher:

We are sharing with you the correspondence the District received from SCOE on January 14, 2019, in which SCOE reiterated its request "that the district quickly identify cuts and expedite actions that could be taken on items that do not require negotiations, while planning for those items that do require negotiations." It is with this urgency regarding our budget status in mind, that the District sunshined early and has requested to initiate negotiations with your bargaining unit immediately. SCTA has made it clear that you will not agree to begin negotiations until after February 7, when you present your initial proposal to the Governing Board. Since November 2018, the District has requested to begin negotiations with you and our other labor partners. We repeated this request in letters dated December 11, 2018 and December 21, 2018. To date, you have not responded to our December 21, 2018 letter offering to begin negotiations with SCTA on February 11, 13, or 15, 2019. You also have not responded to our multiple requests to discuss negotiation norms or ground rules; negotiate for full days to allow for more in-depth discussions; use of a facilitator for negotiations; or identity of the team that will represent SCTA in negotiations. As we did in 2016, the District would like to schedule a pre-negotiations session with the SCTA to discuss these issues.

As SCOE further stated in the January 14, 2019 letter "We are therefore requesting that the district provide this office with concrete calculations on valuations of additional budget reduction items as part of a completed budget reduction plan by January 22, 2019." As such, the District will continue to work on developing specific cost savings proposals to share with you at our upcoming negotiation meetings.

Please let me know by January 21, 2019, which of the February dates offered above will work for our first negotiations session. Also please let me know by January 21, 2019 if you are available to meet on January 28, January 30, January 31, or February 1 in the Florida Conference Room for a pre-negotiations meeting. We look forward to working together to address these crucial matters.

Sincerely,

Cancy McArn
Chief Human Resources Officer

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

December 21, 2018

Sent Via Email (dfisher@saccityta.com)

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

Re: First Negotiation Session

Dear Mr. Fisher:

We are in receipt of your December 13, 2018 letter responding to the District's request to commence negotiations as soon as possible based on the guidance of David Gordon, Sacramento County Superintendent of Schools, who has emphasized the importance of the District beginning negotiations with our labor partners immediately given the District's current budget situation. As stated in the Executive Summary to our initial proposal or "sunshine" that was approved by the Board on November 15, 2018, the District presented its initial proposal early and requested to start the bargaining process with our respective labor partners as soon as possible.

Based on your letter, it is clear that SCTA does not intend to begin negotiations early and will instead make its initial proposal for negotiations in February consistent with Article 25. While we appreciate SCTA's adherence to Article 25, there is nothing in that article that prevents SCTA from making its initial proposal and starting bargaining prior to February. If SCTA remains unwilling to come to the negotiations table in January, we would like to schedule negotiations dates for February so that we can begin negotiating as soon as SCTA makes its initial proposal. The District's negotiating team is currently available on February 11, 13, and 15, 2019.

The District has been directed by SCOE to submit a viable Board-approved budget and multi-year expenditure plan that will reverse the deficit spending trend. We recognize that aspects of the expenditure plan will require negotiations with our labor partners before we can finalize the plan. While we acknowledge that you have submitted ideas to address the District's budget issues, and we look forward to discussing those ideas with you on January 9, 2019, SCTA appears unwilling to begin successor contract negotiations sooner than February.

As we head into negotiations, we want to take an opportunity to share information with and request information from your team relative to the negotiations process. Specifically, we want to inform you that the District's team for negotiations with SCTA on 2019-20 contract negotiations will consist of the following team members:

- Dulcinea Grantham, Attorney/Lead Negotiator
- Raoul Bozio, In-House Counsel
- Cancy McArn, Chief HR Officer
- John Quinto, Chief Business Officer
- Cindy Nguyen, Employee Relations Director
- 2 - 4 additional administrators

Generally, negotiations involve a select reasonable number of representatives from both sides to allow for orderly, informal and frank discussion of the issues confronting negotiators. (*Petaluma Federation of Teachers Local 1881* (2016) PERB Dec. No. 2485; *Muroc Unified School District* (1978) PERB Dec. No. 80.) We note that while in the past your negotiations team has consisted of approximately 6 - 12 team members, you increased your team during the last contract negotiation to over sixty (60) "team members." This is an unreasonable number of negotiation team members and makes it very difficult to effectively accommodate and negotiate. To that end, the District would like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for a reasonable number of SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. This will allow the District and SCTA to spend more time focusing on negotiations and reaching agreements during each session.

Prior to our next negotiations date (which is proposed for January 7, 2019), please identify a reasonable number of representatives who will compose your team for negotiations both on outstanding items like heath plan savings, and on successor contract negotiations, so that we can ensure adequate space, seating, and copies of materials for all participants.

We plan to approach negotiations with the following norms in mind, which we believe have generally guided our approach to negotiations in past years:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in attendees other than those included on the negotiations team.

We also remain interested in retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties as proposed in our November 9, 2018 letter to SCTA.

It is our desire to work collaboratively to reach resolution to negotiations as soon as possible as the District works with SCOE on reducing its deficit spending. We appreciate your willingness to work together with the District throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

December 11, 2018

Sent Via Email (dfisher@saccityta.com)

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Dear Mr. Fisher:

This correspondence is in regards to the successor contract negotiations with SCTA for 2019-2022. As you are aware, the District presented its initial proposal for negotiations ("sunshine") with all of its labor partners for public hearing and to the Governing Board on November 15, 2018 as required by the Educational Employment Relations Act ("EERA). As stated in the Executive Summary to each initial proposal, the District presented its initial proposal on that date in an effort to start the bargaining process with our respective labor partners as soon as possible and to help with the District's current budget situation. A copy of the District's sunshine for negotiations with SCTA is attached to this letter for your reference. In our November 9, 2018 letter, we offered you three potential dates for negotiations in late November and early December. To date you have not responded to the District's request to meet.

In our First Interim Report submitted to Sacramento County Office of Education ("SCOE") last week, there was recognition that aspects of strategy to address the District's budget challenges will require negotiations with our labor partners. As part of SCOE's current oversight of the District's fiscal practices and solvency, SCOE has emphasized the importance of the District beginning negotiations with our labor partners immediately and has requested that the District submit a schedule of the collective bargaining process with our labor partners by December 14, 2018.

Based on the urgency of addressing our budget challenges, we would like to commence negotiations immediately. As it remains our desire to work collaboratively to reach resolution as soon as possible while the District works on reducing our deficit spending, we would like to schedule dates to meet with your negotiations team. To that end, please inform me by December 13, 2018, of any two of the following dates that you are available to meet to begin negotiations: Tuesday, December 18th, 2018, Thursday, December 20th, 2018 and Wednesday, January 9th, 2019.

We appreciate your response by December 13, 2018 and willingness to work together with the District to commence negotiations for our successor contract.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachment

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 15, 2018
SUNSHINING OF DISTRICT'S INITIAL PROPOSAL TO THE SACRAMENTO CITY TEACHERS ASSOCIATION (SCTA)
FOR 2019-2022 SUCCESSOR AGREEMENT

Pursuant to Government Code section 3547, the District's and SCTA's initial bargaining proposals that relate to matters within the scope of negotiations shall be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the District's proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the reopening of particular articles of the CBA, and to allow the Board an opportunity to provide and receive comment, the District's initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District's initial proposal is also presented to the Board at this meeting for final approval and "sunshining."

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. As such, and in light of the budget difficulties currently faced by the District, the District is seeking to "sunshine" its initial proposal and commence negotiations with SCTA.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District's initial proposal for public comment, and thereafter adopts the following initial proposal for a 2019-2022 successor agreement. It is the Board's intent that the District work collaboratively with SCTA's negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

ARTICLE 5: HOURS OF EMPLOYMENT

Propose amendments, including but not limited to revising instructional minutes and day schedules.

ARTICLE 6: EVALUATION

Propose amendments, including but not limited to revising evaluation tools and process

ARTICLE 8: TRANSFERS

Propose amendments, including but not limited to, process and timelines related to the hiring process.

ARTICLE 11: SAFETY CONCERNS

Propose amendments, including but not limited to, resources and supports for employees concerning appropriate student discipline practices and interventions.

ARTICLE 12: COMPENSATION

Propose to negotiate in good faith over compensation within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 13: EMPLOYEE BENEFITS

Propose to negotiate in good faith over employee benefits within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 17: CLASS SIZE

Propose amendments, including but not limited to revising terms, involving maximum and average class sizes loads, formulas, limitations, and specialized programs.

ARTICLE 18: ORGANIZATIONAL RIGHTS

Propose amendments, including but not limited to revising terms involving the use of Association Officer leaves of absences and/or release time.

ARTICLE 21: ORGANIZATIONAL SECURITY

Propose amendments, including but not limited to revising terms involving processing agency fees to ensure compliance with legal requirements.

ARTICLE 26: DURATION

Propose amendments, including but not limited to updating the term of the successor contract.

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2019-2022 successor contract negotiations with SCTA on November 15, 2018.

Superintendent

Sacramento City Unified School District

OFFICE OF THE SUPERINTENDENT
5735 47th Avenue • Sacramento, CA 95824
(916) 643-9000 • FAX (916) 399-2058
Jorge A. Aguilar, Superintendent

November 9, 2018

Sent Via Email (dfisher@saccityta.com)

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

Re: Health Plan Savings

Dear Mr. Fisher:

The District is pleased to learn that SCTA wishes to engage in "immediate discussions … to consider potential health plan savings," as stated in your letter of November 1, 2018. The District has been seeking SCTA's cooperation in order to come to an agreement on health plan costs savings for quite some time.

Contrary to the version of events described in your letter, it has been SCTA who has delayed the effectuation of the health plan costs savings that were agreed to in Article 13.1.1 of the tentative agreement ratified on December 7, 2017. As with previous communications, the November 1, 2018, SCTA letter again leads with the position that the Salary Schedule Structure proposed by SCTA must be implemented at any and all costs, despite the explicit limitation of a 3.5% cost increase that was included in the Framework Agreement. Rather than bargain in good faith on this critical matter of health care costs, SCTA has insisted on numerous occasions, including the recent meeting on October 24, 2018 with Dr. John Quinto (Chief Business Officer), Cancy McArn (Chief Human Resources Officer), Tanisha Turner (Employee Compensation Director), Raoul Bozio (In-House Counsel), and CECHCR representatives, that the District acquiesce to SCTA's Salary Schedule Structure proposal before SCTA comes to any agreement resulting in the reduction to the District's health care expenditures.

Regarding the Salary Schedule Structure matter, the District believes that full consideration and process must be given to the determination of this important matter. Moreover, contrary to SCTA's assertion, the reduction in percentage increase to year-over-year health costs did in fact decrease due to the efforts to employ CECHCR to analyze the District's health care costs and options available on the market. However, these were due to CECHCR and market forces, not any action by SCTA to come to an agreement to effectuate meaningful changes to the health care plan costs as contemplated under Article 13.1.1. In fact, based on the CECHCR reports, SCUSD loses approximately $735,416 with each subsequent month that passes without implementing a change to health care costs because SCTA has refused to reach an agreement on this matter.

Nevertheless, and despite the above noted points of disagreement, the District also wishes to resume discussions and hopes that SCTA will comply with the language of Article 13.1.1. Relatedly, we are initiating the "sunshining" process of the District's initial proposal for a 2019-2022 successor CBA at the upcoming Board Meeting on November 15, 2018 in order to get a jump start in negotiations and to avoid negotiating in arrears as we did last year. We would like to meet to begin negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018, and we look forward to a productive round of negotiations. To that end, our goal is to come to an agreement with SCTA that will ensure the continued improvement of outcomes for all District students while sustaining the District's fiscal solvency. We plan to approach negotiations with the following norms in mind:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in other negotiators or speakers.

The District would also like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for three to five SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. Lastly, we would also propose retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties.

Again, given your letter of November 1, 2018, we are optimistic that we can come to a mutually beneficial agreement to achieve health care plan costs savings as well as an overall agreement that will benefit students, employees, and our greater community. Please let us know whether you are available to begin these negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018.

Sincerely,

Jorge A. Aguilar
Superintendent