

September 11, 2016

EMAIL

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**Subject:**

FW: CECHCR

-----Original Message-----

From: Ted Appel

Sent: Sunday, September 11, 2016 2:11 PM

To: John Borsos <JBorsos@cta.org>

Subject: CECHCR

Hi John. Do any of these dates or times work for you guys to meet with CECHCR?

This is from CECHCR regarding dates and times:

From CECHCR: We can meet with you on Tues Oct 4 late morning or 3:30 p.m. or later, or at 11 a.m. or any time in the afternoon on Friday Oct 7. Can either of these work for you?

Also, I'd like to talk to you about the meetings lastFriday. I have some thoughts that I want to get your perspective on.

Sent from my iPhone

October 5, 2016

EMAIL

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**Subject:** FW: SCUSD-MOU CECHR Project.DOCX  
**Attachments:** SCUSD-MOU CECHR Project.DOCX.docx

**From:** Ted Appel  
**Sent:** Wednesday, October 5, 2016 1:50 PM  
**To:** Borsos, John ([JBorsos@cta.org](mailto:JBorsos@cta.org)) <[JBorsos@cta.org](mailto:JBorsos@cta.org)>  
**Subject:** SCUSD-MOU CECHR Project.DOCX

Please see attached.

**Memorandum of Understanding  
Between  
Sacramento City Unified School District  
And  
Sacramento City Teachers Association**

**Article 13.18 Unfunded Liability  
2016-2017 School Year**

This Memorandum of Understanding (“MOU”) is entered into between the Sacramento City Unified School District (“District”) and the Sacramento City Teachers Association (“SCTA”).

The District and SCTA hereby agree as follows:

1. Article 13.18 states in pertinent part that:

The parties recognize the importance and value of health and welfare benefits and are concerned about rising costs and unfunded liability. The parties agree that every reasonable effort will be made to lower premium increases for current plans without diminishing benefits or increasing co-pays except as mutually agreeable. Any recommendations relative to working conditions will be subject to the CBA.

2. Consistent with Article 13.18 above, the Parties attended a meeting on October 4, 2016 to hear a presentation, and receive information, from the “CECHCR Project.” The “CECHCR Project” proposes to provide consultation services focused on reviewing the District’s health benefits provider and employee health benefits packages to identify potential savings which may be realized by participating with other health benefit providers without diminishing benefits provided to District employees.

3. The Parties mutually agree it is consistent with Article 13.18, and in their best interests, for the District to contract with the “CECHCR Project” for such services in the 2016-17 school year.

4. While the parties reserve the right to make any proposal or counter-proposal involving any matter for negotiations without restriction, the parties acknowledge and agree the intent of this MOU is to explore options to lower premium increases for current plans without diminishing benefits or increasing co-pays except as mutually agreeable.

For the District

\_\_\_\_\_

\_\_\_\_\_ Date

For the SCTA

\_\_\_\_\_

\_\_\_\_\_ Date

October 5, 2016

EMAILS

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**Subject:** FW: CECHR

**From:** Ted Appel  
**Sent:** Wednesday, October 5, 2016 3:27 PM  
**To:** 'Borsos, John' <[JBorsos@cta.org](mailto:JBorsos@cta.org)>  
**Subject:** RE: CECHR

Good. Thanks. Help me out by writing a few extra words? How about, please let CECHR know that SCTA supports taking the next step to engage CECHR in their process of identifying savings on health benefits ..... or something like that.

**From:** Borsos, John [<mailto:JBorsos@cta.org>]  
**Sent:** Wednesday, October 05, 2016 3:21 PM  
**To:** Ted Appel  
**Subject:** Re: CECHR

**This is fine.**

On Oct 5, 2016, at 3:05 PM, Ted Appel <[AppelT@scusd.edu](mailto:AppelT@scusd.edu)> wrote:

While SCUSD reserves the right to make any proposal or counter-proposal involving any matter for negotiations without restriction, it is our intent to work with SCTA to explore options to lower health benefit premiums or reduce health benefit increases, without reducing benefits, increasing co-pays, or creating new restriction to access. To that end, based upon a presentation attended by both SCTA representatives and SCUSD, we would like CECHR to take the first step in their process to identify potential savings. Please respond by email to confirm your agreement for the CECHR process to move forward.

December 25, 2017

EMAILS



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**From:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>  
**Sent:** Monday, December 25, 2017 12:51 PM  
**To:** Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>; 'Cindy Young' <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; [john@jglynn.com](mailto:john@jglynn.com)  
**Cc:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>  
**Subject:** RE: Need a Revised Timeline

Hello Gerardo, I have attached the revised timeline you requested, which reflects our discussions since our 12/21 meeting. Let me know if you need anything else. Janet

**From:** Gerardo Castillo [<mailto:Gerardo-Castillo@scusd.edu>]  
**Sent:** Monday, December 25, 2017 11:56 AM  
**To:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>; 'Cindy Young' <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; [john@jglynn.com](mailto:john@jglynn.com)  
**Cc:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Subject:** RE: Need a Revised Timeline

Hi Janet,  
Merry Christmas!  
I want the timeline to reflect what we agreed; please.  
Again, please consider that the DO is closed for two weeks.  
My cell is (916) 346-0503 and you can call me anytime if you need to talk.  
Thanks

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**From:** Janet Walden [<mailto:JWalden@CCSCenter.org>]  
**Sent:** Monday, December 25, 2017 8:45 AM  
**To:** Gerardo Castillo; 'Cindy Young'; [john@jglynn.com](mailto:john@jglynn.com)  
**Cc:** Cancy McArn  
**Subject:** RE: Need a Revised Timeline

Hello Gerardo, Merry Christmas! Good to hear that the Supt approved the contract. I want to clarify exactly what you are asking for re the timeline. There is a revised timeline attached to the 30-day contract already which is essentially correct. CECHCR is fine if we leave the timeline there as is. So, do you still need some changes in the timeline? Did you want me to change the date of the signing of the contract to December 25 in the timeline? The data is still due on 12/31 but we have agreed that some of it can come in as late as Jan 5 so long as CECHCR receives everything on the list by Jan 5. OK please clarify what you need. Thank you! Janet

**From:** Gerardo Castillo [<mailto:Gerardo-Castillo@scusd.edu>]  
**Sent:** Sunday, December 24, 2017 11:54 AM  
**To:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>; 'Cindy Young' <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; [john@jglynn.com](mailto:john@jglynn.com)

Cc: Cancy McArn <Cancy-McArn@scusd.edu>

Subject: Need a Revised Timeline

Dear Janet,

As mentioned during our the meeting, the Superintendent will have to approve the contract. He approved it yesterday. We have to explain ahead of time to our Board and Superintendent as to why we are taking the contract as a ratification. I will stop to the office tomorrow and send it to you. **Please send a revised timeline** assuming that I will sign the contract tomorrow and please consider that I am asking my staff to work when they are off (we are closed the next two weeks).

I already asked the benefits staff to provide you the data requested.

My cell is (916) 346-0503 if you need to reach me.

Happy Holidays!

### SCUSD HEALTH BENEFITS TIMELINE

Deadline	Activity/Milestone	Notes
December 22, 2017	CECHCR Contract Signed	30-day contract to get started and preserve the Timeline; full contract to be effective 1/18/18
December 31, 2017	CECHCR Receives Updated Data	Per data list submitted on 12/21/18
January 31, 2018	RFP sent to large purchasers	
February 28, 2018	Purchasers respond to request	
March 31, 2018	CECHCR analysis to Unions & District—using current CalPERS rates	CalPERS does not finalize its 2019 rates until June 20; preliminary rates are issued May 16
April 10, 2018	Decision to move forward together into a large pool not CalPERS	All unions and district together in one pool
April 15, 2018	Termination notices sent to carriers/CMS notifications for retirees	
April and May, 2018	Union and/or management meetings Site meetings Enrollment completed	
June 2018	Input new eligibility into system	
July 1, 2018	Effective date with new purchasing pool	

Gerardo Castillo, CPA  
Chief Business Officer  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(916) 643-9055

## **SCUSD HEALTH BENEFITS TIMELINE**

<b>Deadline</b>	<b>Activity/Milestone</b>	<b>Notes</b>
December 22, 2017	CECHCR Contract Signed	30-day contract to get started and preserve the Timeline; full contract to be effective 1/18/18
December 31, 2017	CECHCR Receives Updated Data	Per data list submitted on 12/21/18
January 31, 2018	RFP sent to large purchasers	
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June 2018	Input new eligibility into system	
July 1, 2018	Effective date with new purchasing pool	

Gerardo Castillo, CPA  
 Chief Business Officer  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824  
 (916) 643-9055

**ADDENDUM B – Revised 12/25/17**

**SCUSD HEALTH BENEFITS TIMELINE**

<b>Deadline</b>	<b>Activity/Milestone</b>	<b>Notes</b>
December 25, 2017	CECHCR Contract Signed	30-day contract to get started and preserve the Timeline; full contract to be effective 1/18/18
January 5, 2018	CECHCR Receives All Data requested	Per data list submitted on 12/21/18
January 31, 2018	RFP sent to large purchasers	
February 28, 2018	Purchasers respond to request	
March 31, 2018	CECHCR analysis to Unions & District—using current CalPERS rates	CalPERS does not finalize its 2019 rates until June 20; preliminary rates are issued May 16
April 10, 2018	Decision to move forward together into a large pool not CalPERS	All unions and district together in one pool
April 15, 2018	Termination notices sent to carriers/CMS notifications for retirees	
April and May, 2018	Union and/or management meetings Site meetings Enrollment completed	
June 2018	Input new eligibility into system	
July 1, 2018	Effective date with new purchasing pool	

**Notes:**

- 1) Should the unions and management decide not to move into a larger pool all together, the SCTA-only group will receive from CECHCR a revised comparison in May utilizing CalPERS preliminary 2019 rates to help SCTA and the district to decide if a solo SCTA move to CalPERS is best.
- 2) If the district and other unions continue with health benefits in a separate arrangement from SCTA, then they have the option to stay where they are, or move to a new pool without SCTA.

April 2, 2018

EMAIL

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**From:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>

**Sent:** Monday, April 2, 2018 8:58 PM

**To:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; David Fisher ([DFisher@saccityta.com](mailto:DFisher@saccityta.com)) <[DFisher@saccityta.com](mailto:DFisher@saccityta.com)>; Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>; Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>; Nikki Milevsky <[NMilevsky@saccityta.com](mailto:NMilevsky@saccityta.com)>; Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>

**Cc:** [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>

**Subject:** Documents from Today's Meeting

Hello Sac City & SCTA Representatives! I'm attaching a copy of the CECHCR PowerPoint slides from today's meeting, and also copies of all the exhibits we handed out. Best regards! Janet

Janet Walden, President & CEO  
Center for Collaborative Solutions (CCS)  
1337 Howe Avenue, Suite 210  
Sacramento, CA 95825  
Office 916-567-9911 x 12  
Cell 916-425-8079  
Fax 916-567-0776  
[www.CCSCenter.org](http://www.CCSCenter.org)

April and May, 2018

EMAILS

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**From:** Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>

**Sent:** Monday, May 14, 2018 9:20 AM

**To:** Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>

**Cc:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>; Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Fisher, David <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>; nmilevsky@saccityta.com; Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>; [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>

**Subject:** Re: Setting our next meeting

How about 1 pm on the 24th?

On May 12, 2018, at 9:22 AM, Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)> wrote:

Hi Janet,

May 24<sup>th</sup> afternoon works best for me. Thanks

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**From:** Janet Walden [<mailto:JWalden@CCSCenter.org>]

**Sent:** Friday, May 11, 2018 12:59 PM

**To:** Cancy McArn; David Fisher; Gerardo Castillo; Borsos, John; Nikki Milevsky; Tanisha Turner

**Cc:** [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)); Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)); Kim Settle

**Subject:** FW: Setting our next meeting

Hello Sac City and SCTA Representatives! Haven't heard back from any of you so thought I would forward my email of April 25 and reiterate that the CalPERS preliminary rates for 2019 are coming out on May 16, and that CECHCR will prepare for you a recalculation of the savings numbers right after we learn these rates. CECHCR will also put together a draft timeline for creating a successful move over to CalPERS, which we can then discuss and flesh out.

I had proposed the following options for meeting with you all to review the latest CalPERS rates and plan for moving the SCTA group into CalPERS:

- Tues May 22 in the afternoon
- Wed May 23 at 10 am or 2:30 pm
- Thurs May 24 either morning or afternoon

We would like to get this meeting set on our calendars so please respond soonest and let me know which date/time works best for you. Thanks! Janet

Janet Walden, President & CEO  
Center for Collaborative Solutions (CCS)  
1337 Howe Avenue, Suite 210  
Sacramento, CA 95825



Office 916-567-9911 x 12  
Cell 916-425-8079  
Fax 916-567-0776  
[www.CCSCenter.org](http://www.CCSCenter.org)

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**From:** Janet Walden

**Sent:** Wednesday, April 25, 2018 6:41 AM

**To:** 'Cancy McArn'; 'David Fisher'; Gerardo Castillo ([Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)); Borsos, John; Nikki Milevsky; Tanisha Turner ([Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu))

**Cc:** [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)); Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)); Kim Settle

**Subject:** Setting our next meeting

Hello Sac City and SCTA Representatives! It is my understanding that even with the revised SISC rates, that SCTA is still most interested in the option of moving into CalPERS, and that the target effective date for this move is Nov 1 at this time. Assuming these assumptions are correct, our next steps should include two things.

First, we should obtain the CalPERS preliminary rates for 2019, which are due out on May 16. Then CECHCR will recalculate the savings numbers and get those to you soon after. Assuming the CalPERS move is still a GO, we should also set a meeting for week of May 21 for the purpose of discussing all the components of what it will take to create a successful move over to CalPERS. CECHCR will prepare a draft timeline, and we can flesh that out or revise it based on our discussion at the meeting.

**CECHCR can meet on Tues May 22 in the afternoon, Wed May 23 at 10 a.m. or 2:30 p.m., and morning or afternoon on Thurs May 24.** If you all can talk among yourselves, agree on a date/time and let us know, that would be great. But if it would be easier if Kim sent you a Doodle poll to find the best date/time, let me know and we'll do that no problem. Thanks! Janet

Janet Walden, President & CEO  
Center for Collaborative Solutions (CCS)  
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Sacramento, CA 95825  
Office 916-567-9911 x 12  
Cell 916-425-8079  
Fax 916-567-0776  
[www.CCSCenter.org](http://www.CCSCenter.org)

June 1, 2018

EMAILS

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**From:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>  
**Sent:** Friday, June 1, 2018 1:12 PM  
**To:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>  
**Cc:** Fisher, David <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>; Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>; nmilevsky@saccityta.com;  
Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>; Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Veronica Njodinizeh  
([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>  
**Subject:** RE: New Date for CECHCR meeting

OK then, we are keeping our CECHCR meeting on calendar set for 2 p.m. on Tuesday June 26. Thanks to all! Janet

**From:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Sent:** Friday, June 01, 2018 10:49 AM  
**To:** Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>; Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>  
**Cc:** Fisher, David <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>; Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>; nmilevsky@saccityta.com;  
Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>; Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Veronica Njodinizeh  
([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>  
**Subject:** RE: New Date for CECHCR meeting

Hi,

That's fine with me.

**From:** Borsos, John [<mailto:JBorsos@cta.org>]  
**Sent:** Friday, June 1, 2018 8:51 AM  
**To:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>  
**Cc:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Fisher, David <[dfisher@saccityta.com](mailto:dfisher@saccityta.com)>; Gerardo Castillo <[Gerardo-Castillo@scusd.edu](mailto:Gerardo-Castillo@scusd.edu)>; nmilevsky@saccityta.com; Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>; Cindy Young  
([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim  
Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>  
**Subject:** Re: New Date for CECHCR meeting

Why don't we just keep the 26th and cancy can join by phone?

On Jun 1, 2018, at 8:31 AM, Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)> wrote:

Hello Sac City & SCTA! Nothing on June 26 or 28 works for everyone so let's try again. CECHCR can meet with you on the afternoon of Friday June 29, or any time

**on Monday July 2.** Let us know your availability and any preferences—  
thanks! Janet

Janet Walden, President & CEO  
Center for Collaborative Solutions (CCS)  
1337 Howe Avenue, Suite 210  
Sacramento, CA 95825  
Office 916-567-9911 x 12  
Cell 916-425-8079  
Fax 916-567-0776  
[www.CCSCenter.org](http://www.CCSCenter.org)

August 22, 2018

LETTER

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**Subject:** FW: Salary Schedule  
**Attachments:** SCUSD vs Twin Rivers Salary 8.22.18.xlsx; SCUSD vs San Juan Salary 8.22.18.xlsx; SCUSD vs Elk Grove Salary 8.22.18.xlsx; Salary schedule analysis 8-21-18.xlsx

**From:** Jorge Aguilar  
**Sent:** Wednesday, August 22, 2018 4:08 PM  
**To:** Cancy McArn; Raoul Bozio  
**Cc:** Lisa Allen  
**Subject:** Salary Schedule

Mayor Steinberg and John,

As promised, attached is the proposed salary schedule I committed to getting to you based on our August 8<sup>th</sup> meeting. The District is fully committed to adhering to the agreement reached with SCTA on November 5, 2017 and approved by the Board of Education on December 7, 2017, which included salary increases over a three-year period: 2.5% in the first year; 2.5% in the second year; 2.5% in the third year; and an additional 3.5% in the third year for adjustments to the salary structure. In that agreement, the District agreed to a salary schedule update with a maximum District expenditure increase of 3.5% in the third year. The Framework Agreement of November 5, 2017 specifically provided: "adjustment to salary schedule union proposed structure," and "3.5% maximum district expenditure." The change to the salary schedule "structure" involved compressing existing columns on the schedule that would primarily benefit those SCTA members currently in columns B and C of the existing schedule. Indeed, on November 30, 2017, a communication was sent to SCTA leadership about the need to discuss the "compression concept" of the proposed salary schedule and the need to assure the Board "that teachers in Columns B and C will be benefited the most and that there will not be unexpected fiscal impacts associated to this after implementing the 3.5% maximum expenditure."

Furthermore, the assertion that "there has been no follow through from the District regarding changes to the health plans, and the addition of new positions as a result of health plan savings," is inaccurate. Nothing in the tentative agreement links the matters of the salary schedule adjustment to potential health care plan changes and savings. In fact, these matters are contained in separate sections of the tentative agreement and, thus, are not interdependent.

On this topic, any action taken to change or modify health care plans or services must be agreed to by both the District and SCTA. In previous and ongoing conversations, most recently on 5/24/18 and 6/26/18, SCTA was clear that no additional movement would take place until the 2018-2019 salary schedule was finalized. Again, these matters not interdependent. We, of course, are prepared to meet to move forward with CECHCR conversations in order to effectuate mutually agreed upon changes to health plans. Should SCTA desire to continue the CECHCR process, please let us know as soon as possible so that we can make the arrangements to set up another meeting with CECHCR to discuss a new timeline in order to make benefit changes. As you may recall, CECHCR stated that a transition would likely take at least three-month to effectuate.

Mayor Steinberg, thank you for requesting this information as part of your commitment to Sac City Unified. I hope this information is helpful in showing how we can advance the Board's commitment to addressing the need to retain teachers in the B and C columns who might be incentivized to leave Sac City Unified under the old salary schedule.

November 9, 2018

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824  
(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

November 9, 2018

**BOARD OF EDUCATION**

Jessie Ryan  
President  
Trustee Area 7

Darrel Woo  
Vice President  
Trustee Area 8

Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4

Jay Hansen  
Trustee Area 1

Ellen Cochran  
Trustee Area 2

Christina Pritchett  
Trustee Area 3

Mai Vang  
Trustee Area 5

Rachel Halbo  
Student Board Member

*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.



Letter to David Fisher  
November 8, 2018

Page 2

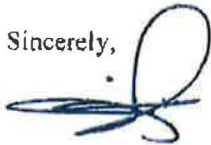
Nevertheless, and despite the above noted points of disagreement, the District also wishes to resume discussions and hopes that SCTA will comply with the language of Article 13.1.1. Relatedly, we are initiating the "sunshining" process of the District's initial proposal for a 2019-2022 successor CBA 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

December 10, 2018

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF  
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*Jessie Ryan  
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Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

*Rachel Halbo  
Student Board Member*

December 10, 2018

*Sent Via Email ([dfisher@saccityta.com](mailto:dfisher@saccityta.com))*

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

**Re: Health Care Plan Selections**

Dear Mr. Fisher:

This letter follows our correspondence to you dated November 9, 2018 offering several dates for the District and the Sacramento City Teachers Association (“SCTA”) to continue negotiations on actualizing health care plan costs savings by selecting plans and providers that will allow the District to realize significant cost savings. As you know, the District and SCTA agreed to “negotiate in good faith to effectuate on or before July 1, 2018, changes to health plans consistent with this section. The Board shall provide all eligible employees with a choice of the Kaiser Plan and a mutually agreed upon alternative plan(s) which is currently HealthNet.”

**While we acknowledge your public comments in the news and to your members about working with the District to achieve health cost savings, we now must select those pools, plans, and providers so that the District can actualize these savings. Thus far, SCTA has yet to make any selections per our agreement.**

The attached California Education Coalition for Health Care Reform (CECHCR) information regarding health care pool options and savings was shared with you at our October 24, 2018 meeting. SCTA’s inaction on the steps necessary to make health plan selections has already cost the District and its students millions of dollars. In fact, according to the CECHCR spreadsheet, the District has been unable to realize significant savings in the amount of approximately \$4.4 million dollars (\$735,416 per month for six months) as a result of not selecting alternate plans and providers. Moreover, as we stated in our correspondence of November 9, 2018, the reduction in percentage increase to year-over-year health costs was due to CECHCR’s work to evaluate the health care market, and not due to any specific actions taken by SCTA to effectuate changes to less expensive health care pools and plans.

**In our November 9, 2018 letter, we offered SCTA three potential dates for negotiations in late November and early December. To date you have not responded to the District’s request to meet to discuss changes to health care plans and providers to maximize cost savings.**

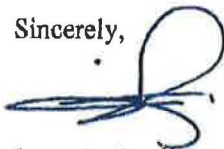
Your unresponsiveness is contrary to statements made in your November 1, 2018 letter to the District where you urge the District to initiate "immediate discussions with us to consider potential health plan savings" and in your November 15, 2018 letter again requesting the District to "reinitiate discussion with SCTA regarding changes to the health plan."

Based on the attachments below, the District has attempted to initiate discussions with SCTA regarding changes to the health plan in order to achieve cost savings, but you have not responded to our proposed dates for such discussion.

As you recently stated to KCRA news, "we reached an agreement to jointly go look for less expensive, but comparable benefits." The District has, through CECHCR, identified various plan and provider options that will yield savings and I am asking once again that SCTA meet with the District to discuss the actual selections necessary to allow the District to move to less costly, but comparable benefit plans and realize significant savings.

The District remains optimistic that we can come to a mutually beneficial agreement to achieve health care plan costs savings. To that end, we remain available to meet to discuss health plan options and selections on December 11, 2018 (which was previously offered to SCTA on November 9, 2018), as well as on December 14, 2018 and December 19, 2018.

Sincerely,



Jorge A. Aguilar  
Superintendent

Attachments

December, 2018

EMAILS

---

-----Original Message-----

From: Borsos, John <JBorsos@cta.org>

Sent: Thursday, December 13, 2018 8:07 PM

To: Cancy McArn <Cancy-McArn@scusd.edu>

Cc: Fisher, David <dfisher@saccityta.com>; nmilevsky@saccityta.com; Raoul Bozio <Raoul-Bozio@scusd.edu>; John Quinto <John-Quinto@scusd.edu>; Lisa Allen <Lisa-Allen@scusd.edu>

Subject: Re: Health Care Plan Selection

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Confirming that we will be prepared to meet at scta at 4 pm.

> On Dec 13, 2018, at 9:45 AM, Cancy McArn <Cancy-McArn@scusd.edu> wrote:

>

> Hi,

>

> Just wanted to circle back and see if either Friday (14th) or Wednesday (19th) would work for us to meet about the health care options.

>

> Take Care,

> Cancy

>

> Cancy McArn | Chief Human Resources Officer

> Sacramento City Unified School District

> 5735 – 47th Avenue | Sacramento, CA 95824

> (916) 643-7474 [cancy-mcarn@scusd.edu](mailto:cancy-mcarn@scusd.edu)<mailto:cancy-mcarn@scusd.edu>

>

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>

>  
> BE INSPIRED TO TEACH!  
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> Become a SCUSD Employee!  
> We are recruiting diverse, energetic and enthusiastic individuals with  
> the goal of putting children first. View positions and apply online  
> at  
> <https://www.edjoin.org/Home/Jobs?stateID=24&countyID=34&districtID=583>  
>  
> To learn more about Sacramento City Unified School District, please  
> visit our website at [www.scusd.edu](http://www.scusd.edu)<<http://www.scusd.edu/>>  
>  
> From: Marina Miller  
> Sent: Monday, December 10, 2018 5:04 PM  
> To: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)  
> Cc: Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; Raoul Bozio  
> <[Raoul-Bozio@scusd.edu](mailto:Raoul-Bozio@scusd.edu)>; Lisa Allen <[Lisa-Allen@scusd.edu](mailto:Lisa-Allen@scusd.edu)>; John  
> Quinto <[John-Quinto@scusd.edu](mailto:John-Quinto@scusd.edu)>  
> Subject: Health Care Plan Selection  
>  
> Good afternoon Mr. Fisher,  
>  
> This email and attachments are being sent to you on behalf of SCUSD Superintendent Jorge A. Aguilar.  
>  
> Thank you.  
>  
> Marina Miller, Assistant  
> Legal Services and Safe Schools  
> Sacramento City Unified School District  
> (916) 643-9034 Phone (916) 399-2020 Fax  
>  
> "CONFIDENTIALITY NOTICE: This communication may contain privileged (confidential) information only for use by the  
intended recipient(s) including student, personnel, deliberative process, attorney-client, work product and other  
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>  
>  
>  
> <CECHCR 10.24.18.pdf>  
> <Signed letter to Fisher re Health Care.pdf> <D Fisher Health Care  
> Plan Selection.pdf>

December 17, 2018

LETTER





**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

December 17, 2018

**BOARD OF EDUCATION**

*Sent Via Email (dfisher@saccityta.com)*

*Jessie Ryan  
President  
Trustee Area 7*

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

*Darrel Woo  
Vice President  
Trustee Area 6*

Dear Mr. Fisher:

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

We appreciate SCTA meeting with the District Friday evening to discuss our joint effort to achieve health plan savings for the District. While we appreciate the proposal that SCTA provided, which appears to demonstrate SCTA's interest in the CalPERS plan option, we cannot commit to language on spending projected savings until we see what savings actually result from any plan change. We understand that you have the draft timeline from CECHCR on what a move to CalPERS would look like. We understand from CECHCR that the CalPERS rates have not changed. We further understand that CECHCR is working to determine whether there are any changes to costs of the SISC and CVT plans from the estimates provided when we first started talking about this issue over nine months ago. We have requested that CECHCR get us any updated information as soon as possible so that we may provide that to you in the event you are still considering either of those two plans. **At the table on Friday, we offered Thursday, December 20, 2018 at 4 p.m. as a date to continue our discussions on health plan savings. Please confirm if your team is available to meet at the District office in the Florida conference room on this date.**

*Lisa Murawski  
Trustee Area 1*

*Leticia Garcia  
Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

**We also offered January 9, 2019 after 4:00 p.m. and January 10, 2019 for purposes of discussing your budget "rebalancing" proposal. Contrary to your communications to your members and media outlets, the District did not state its position on your proposal, which includes many items that are not negotiable, but instead reiterated our willingness to sit down with you and your team to hear your ideas. We also agreed to ask the Sacramento County Office of Education representative if they would be available to attend this meeting. Please let us know if either of these dates will work for SCTA to meet with the District at the District Office to hear your ideas.**

*Rachel Halbo  
Student Board Member*

We look forward to continuing our discussions and soon get direction as to SCTA's preferred plan option so the District may continue to move forward to realize those savings.

Sincerely,

Jorge A. Aguilar  
Superintendent

December 21, 2018

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

Jessie Ryan  
President  
Trustee Area 7

Darrel Woo  
Vice President  
Trustee Area 6

Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4

Lisa Murawski  
Trustee Area 1

Leticia Garcia  
Trustee Area 2

Christina Pritchett  
Trustee Area 3

Mai Vang  
Trustee Area 5

Rachel Halbo  
Student Board Member

December 21, 2018

*Sent Via Email ([dfisher@saccityta.com](mailto:dfisher@saccityta.com))*

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

**Re: Negotiations on Health Plan Savings**

Dear Mr. Fisher:

In the District's November 9, 2018 letter regarding our interest to meet with SCTA to discuss health plan savings, we offered three potential meeting dates. Your response did not accept these proposed dates, nor did you propose additional dates. Again in a December 10, 2018 letter, the District offered three additional dates to meet to discuss health plan savings. During the Board meeting on the evening of December 13th, you announced SCTA's willingness to a meeting on December 14<sup>th</sup>.

This letter is to follow up to the December 14, 2018 meeting at SCTA headquarters where we offered to meet again on December 20, 2018 with SCTA to continue our discussion of health plan selections. We are disappointed that SCTA did not accept the District's offer to meet on Thursday, December 20, 2018, or offer alternate meeting dates to further discuss effectuating a change to health plans that could save the District millions of dollars. Again, your unresponsiveness is contrary to statements made in your November 1, 2018 letter to the District where you urge the District to initiate "immediate discussions with us to consider potential health plan savings" and in your November 15, 2018 letter again requesting the District to "reinitiate discussion with SCTA regarding changes to the health plan."

Rather than continue the discussion on achieving health plan savings, SCTA has filed an amended Unfair Practice Charge with the Public Employment Relations Board ("PERB") alleging that the District has failed to apply health plan savings to the "certificated bargaining unit" as described in the 2017 Tentative Agreement. As the District has repeatedly stated, we cannot discuss spending potential savings from health plan changes until such changes are actually effectuated and realized by the District. It has been SCTA which has repeatedly at meetings - and in writing - tied any agreement on actualizing health plan savings to the District's acquiescence to implement SCTA's

As stated in our December 17, 2018 letter, we understand from CECHCR that the CalPERS health plan rates have not changed. We further understand that CECHCR is working to determine whether there are any changes to costs of the SISC and CVT plans from the estimates provided when we first started talking about this issue over nine months ago in April 2018. We have requested that CECHCR get us any updated information as soon as possible so that we may provide that to you in the event you are still considering either of those two plans. In any event, however, we understand from CECHCR that the SISC and CVT rates are unlikely to demonstrate any comparable cost savings to those found in CalPERS. Please find attached the information provided by CECHCR in April of 2018, comparing the estimated costs savings from a potential switch to CalPERS, SISC, and CVT. As shown based on the information provided by CECHCR, the greatest savings was, and is expected to continue to be, in CalPERS.

The District remains committed to discussing and effectuating health plan savings. The District's budget situation has been confirmed by both SCOE and FCMAT. We propose meeting with your negotiations team on the morning of Monday, January 7, 2019 to continue our negotiations of health plan options so that we may begin to effectuate plan changes and begin to realize the substantial cost savings to the District.

Sincerely,

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

Jorge A. Aguilar  
Superintendent

Enclosures

March 4, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

March 4, 2019

*Jessie Ryan  
President  
Trustee Area 7*

Sent Via E-mail: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

*Darrel Woo  
Vice President  
Trustee Area 6*

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

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

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

*Lisa Murawski  
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia  
Trustee Area 2*

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.**

*Christina Pritchett  
Trustee Area 3*

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.

*Mai Vang  
Trustee Area 5*

**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.

*Rachel Halbo  
Student Board Member*

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.



March 20, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

March 20, 2019

Jessie Ryan  
President  
Trustee Area 7

Darrel Woo  
Vice President  
Trustee Area 6

Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4

Lisa Murawski  
Trustee Area 1

Leticia Garcia  
Trustee Area 2

Christina Pritchett  
Trustee Area 3

Mai Vang  
Trustee Area 5

Rachel Halbo  
Student Board Member

Sent Via E-mail: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

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

Re: SCTA Vote on Unfair Practice Strike

Dear Mr. Fisher:

Thank you for your March 15, 2019 letter offering to meet with the District to "cure" practices that the Sacramento City Teachers Association (SCTA) has claimed to be unfair. SCTA states that if the District meets with SCTA and cures its alleged practices, a strike can be averted. This letter addresses that offer, the announcement of the results of SCTA's strike authorization vote, and separately reiterates the District's interest to begin negotiations on a 2019-20 successor contract.

At the press conference and in your letter of March 15, 2019, SCTA listed as the basis for its strike a number of unfair practices it alleges the District has committed. The listed unfair practices along with the District's position on each are:

1. Refusing to honor the collective bargaining agreement

As you know, we have implemented all of the agreements memorialized in our tentative agreement:

- The 7.5% salary increase for all SCTA members, including:
  - 2.5% salary increase for 2016-17;
  - 2.5% salary increase for 2017-18;
  - 2.5% salary increase for 2018-19;
- Awarding of unlimited experience credit; and
- Athletic Director Stipends.

To the extent that this assertion relates to the disagreement between the District and SCTA over the proposed salary restructure in the 2017 Framework Agreement, the arbitration hearing concluded on March 13, 2019, two days before your press conference, and a decision is pending before the arbitrator. We have reiterated the District's commitment to adjust the certificated employee salary schedule consistent with the District's agreement to an ongoing maximum District expenditure of 3.5% as approved

by the District's Governing Board and the Sacramento County Office of Education under AB 1200. Again, the District is, and always has been, ready to immediately implement a restructuring of the salary schedule within the agreed upon 3.5% cost cap for the entirety of the 2018-19 school year and at that same ongoing expenditure in future years. This 3.5% maximum expenditure is to primarily benefit teachers in the B and C salary columns. Therefore, we do not understand SCTA's unfair practice allegations on this topic given that this matter is pending before an arbitrator who will issue a decision in short order.

SCTA leadership also continues to insist that any and all savings from healthcare plan changes go to funding numerous new SCTA positions. However, as we have repeatedly pointed out to SCTA leadership, the District and SCTA did not achieve health plan savings by July 1, 2018 as described in Article 13.1 of the Tentative Agreement. Because no savings were achieved there are no savings to discuss, but we remain very interested in working with SCTA through the negotiations process to look at benefit plan options and ways to achieve savings.

2. *Refusing to meet at reasonable times and places with SCTA and attempting to dictate who the teachers have representing them*

As evidenced by seven (7) separate communications offering SCTA leadership twenty-four (24) dates in a four (4) month period, SCTA leadership has not agreed to begin negotiations. In those letters, the District has requested that we should meet to discuss protocols for negotiations, including team composition, scheduling negotiations, and use of a facilitator for negotiations. The District has encouraged that both parties look at these issues in order to ensure efficient and effective negotiations.

3. *Making unilateral and unlawful changes to the wages and working conditions of teachers without bargaining*

To the extent that this allegation references the District's attempt to implement much needed programs and/or assessments for our students, there have not been any unlawful actions on the part of the District. Rather, the District has for nearly a year endeavored to meet and reach agreement with SCTA on any negotiable aspects of a number of programs that would further our vision of equity, access, and social justice for our students. These include stipends for elementary coaches to offer approximately 20,000 students the opportunity to play organized flag football, basketball, and running, district-wide assessments to monitor student learning, inform English Learner reclassification, GATE identification, and mathematics placement and professional learning on the District's framework for continuous improvement (hyperlink).

4. *Failing to send District representatives to the bargaining table who have authority to negotiate on behalf of the District*

It is unclear as to what this assertion relates since SCTA leadership has refused the District's repeated offers to begin negotiations for a successor contract and, therefore, we are not currently bargaining.

5. And others

We ask that SCTA leadership provide more specific claims regarding unfair practices as a means to support a strike. We feel that voting to authorize an unlawful practices strike is not appropriate given the severity of the challenges we face and the need to start negotiations with SCTA.

SCTA leadership is well aware of the avenues available to it to pursue alleged claims and, in fact, SCTA leadership has availed itself of those avenues in the past by filing grievances and claims with the Public Employment Relations Board. It appears that SCTA leadership, rather than allowing the legal processes it has initiated to run their course, is now stating it cannot wait and must instead strike.

The District objects to SCTA's claim that the District has committed any unfair practices or that any of the District's practices warrant the extreme action of a strike. PERB has held that strikes are only permitted in very narrow circumstances. Unfair practice strikes are permitted only when the union can show "...a causal connection between the employer's action and the strike." (*Sacramento City Unified School District* (1987) PERB Dec. No. IR-49, 11 PERC ¶ 18053; *Rio Hondo Community College District* (1983) PERB Dec. No. 292E.) Our position is that SCTA cannot meet the established threshold to justify an unfair practice strike.

Further, in order to ensure the safety and education of students, public employee unions are required give sufficient notice to a public school employer prior to engaging in *any* strike, including an unfair practice strike. Failing to provide such notice constitutes an unlawful pressure tactic in breach of the union's duty to negotiate in good faith and is therefore a violation of the Educational Employment Relations Act ("EERA"). (*San Ramon Valley Unified School District v. San Ramon Valley Education Association, CTA/NEA* (1984) PERB Order No. IR-46; Gov. Code § 3543.6(e).) While we maintain that SCTA cannot lawfully strike, in the event that SCTA chooses to take that unfortunate course, we ask that it provide sufficient notice to the District in advance of any work stoppage so that the District can prepare students, parents, and staff.

**Meeting Concerning Discussing Remedies to The District's Alleged Unlawful Practices**

The District is disappointed that SCTA leadership is focused on strike preparations while the District has been, and continues to be, committed to working with SCTA leadership. You have offered to meet with the District to give the opportunity for the District to cure its alleged unfair practices.

While the District strongly disagrees that it has committed any unfair practices, we will accept your offer to meet to discuss "*remedies to the District's unlawful actions.*" The District will bring to this meeting those representatives who are able to address questions related to each of your claims. We also would like to accept the offer of Sacramento Mayor Darrell Steinberg and County Supervisor Phil Serna to facilitate this meeting and will communicate this desire to them. The District team will make itself available to meet at a location that Mayor Steinberg or County Supervisor Serna might designate on a mutually convenient date.

### **Commencing Negotiations**

Separate from your meeting request to discuss "*remedies to the District's unlawful actions*" we once again request that SCTA leadership agree to meet with District representatives to begin the negotiations process for a new successor contract. Earlier, Loretta van der Pol, Chief Mediator for the State Mediation and Conciliation Services (SMCS), offered to facilitate negotiations between the District and SCTA and we hope that SCTA leadership would agree to working with the SMCS. We believe that given the strained relationship between SCTA and the District, using a facilitator for negotiations will allow for productive discussions focused on our joint efforts to save our schools. The State Mediation and Conciliation Service was established in 1947 to prevent labor disputes and promote sound union-management relationships. The mediators working for SMCS have tremendous experience in tackling the most difficult labor issues with employers and employee groups. Given the urgency of the situation, it is my hope that SCTA leaders will be willing to work through a SMCS neutral facilitator on mutually convenient dates offered by SMCS to have discussions that are focused on saving our schools from a takeover.

We believe that our fiscal challenges require collaboration and creativity. We look forward to meeting with SCTA leadership to discuss concerns you have about District practices. And separately, we look forward to beginning negotiations as we continue to focus on constructive solutions that will save our schools and move in the direction of equity, access, and social justice for all of our students.

Sincerely,



Jorge A. Aguilar  
Superintendent

March, 2019

EMAILS

**From:** Borsos, John [<mailto:JBorsos@cta.org>]  
**Sent:** Friday, March 29, 2019 12:27 PM  
**To:** Janet Walden  
**Cc:** Cancy McArn; Fisher, David; John Quinto; [nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com); Raoul Bozio; Tanisha Turner; [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)); Bill Alex; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)); Kim Settle  
**Subject:** Re: CECHCR Weekly Update 3/22/19

April 5th won't work for us.

On Mar 29, 2019, at 12:01 PM, Janet Walden <[JWalden@ccscenter.org](mailto:JWalden@ccscenter.org)> wrote:

Hello Cancy and All! Apologies for the delay in responding, was working to clarify availability of the CECHCR team..... **I can now confirm that the CECHCR team is available to meet Friday April 5 at 1 p.m.** Will wait for replies to see if this new date can work for all. Thanks, Janet

Janet Walden, President & CEO  
Center for Collaborative Solutions (CCS)  
1337 Howe Avenue, Suite 210  
Sacramento, CA 95825  
Office 916-567-9911 x 12  
Cell 916-425-8079  
Fax 916-567-0776  
[www.CCSCenter.org](http://www.CCSCenter.org)

**From:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>  
**Sent:** Monday, March 25, 2019 5:21 PM  
**To:** Janet Walden <[JWalden@CCSCenter.org](mailto:JWalden@CCSCenter.org)>; David Fisher ([DFisher@saccityta.com](mailto:DFisher@saccityta.com)) <[DFisher@saccityta.com](mailto:DFisher@saccityta.com)>; 'John Borsos' <[JBorsos@cta.org](mailto:JBorsos@cta.org)>; John Quinto <[John-Quinto@scusd.edu](mailto:John-Quinto@scusd.edu)>; Nikki Milevsky <[NMilevsky@saccityta.com](mailto:NMilevsky@saccityta.com)>; Raoul Bozio <[Raoul-Bozio@scusd.edu](mailto:Raoul-Bozio@scusd.edu)>; Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>  
**Cc:** [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Bill Alex <[Bill@JGlynn.com](mailto:Bill@JGlynn.com)>; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>  
**Subject:** RE: CECHCR Weekly Update 3/22/19

Hi Janet and Team,

**Thank you for the update and information. The District is available to meet on April 3, 2019 either at 10:00 or at 2:00. We would also be available to meet on Friday, April 5, 2019 at 1:00, if that works for everyone.**

Take Care,  
Cancy

Cancy McArn | Chief Human Resources Officer  
Sacramento City Unified School District  
5735 – 47<sup>th</sup> Avenue | Sacramento, CA 95824  
(916) 643-7474 [cancy-mcarn@scusd.edu](mailto:cancy-mcarn@scusd.edu)

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subject to civil action and/or criminal penalties. If you received this communication in error, please notify the sender by reply e-mail or by telephone and delete the communication. Thank you for your cooperation.

**From:** Janet Walden [<mailto:JWalden@CCSCenter.org>]

**Sent:** Friday, March 22, 2019 9:15 AM

**To:** Cancy McArn <[Cancy-McArn@scusd.edu](mailto:Cancy-McArn@scusd.edu)>; David Fisher ([DFisher@saccityta.com](mailto:DFisher@saccityta.com)) <[DFisher@saccityta.com](mailto:DFisher@saccityta.com)>; 'John Borsos' <[JBorsos@cta.org](mailto:JBorsos@cta.org)>; John Quinto <[John-Quinto@scusd.edu](mailto:John-Quinto@scusd.edu)>; Nikki Milevsky <[NMilevsky@saccityta.com](mailto:NMilevsky@saccityta.com)>; Raoul Bozio <[Raoul-Bozio@scusd.edu](mailto:Raoul-Bozio@scusd.edu)>; Tanisha Turner <[Tanishtu@scusd.edu](mailto:Tanishtu@scusd.edu)>  
**Cc:** [john@jglynn.com](mailto:john@jglynn.com); Cindy Young ([Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)) <[Cindy@JGlynn.com](mailto:Cindy@JGlynn.com)>; Bill Alex <[Bill@JGlynn.com](mailto:Bill@JGlynn.com)>; Veronica Njodinizeh ([Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)) <[Veronica@JGlynn.com](mailto:Veronica@JGlynn.com)>; Kim Settle <[KSettle@CCSCenter.org](mailto:KSettle@CCSCenter.org)>  
**Subject:** CECHCR Weekly Update 3/22/19

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking any links. Contact the Technology Services Help Desk at 916-643-9445 with any questions.

Hello Sac City USD Labor and Management Representatives! Here are your updates for this week:

1—This week CECHCR received a proposal from CVT, which included the following:

- A specific proposal for all Sac City USD employees in one grouping, and
- A specific proposal for SCTA only

CVT did not choose to include a quote for the grouping of all employees except those represented by SCTA.

2—We did not receive a proposal from SISC. As we reported to you previously, SISC had earlier notified CECHCR they were planning to submit a proposal, but just at near the last minute we received a communication from SISC stating that they had decided not to submit due to the current financial state of affairs with the district.

The CECHCR team is now working up all the analyses and comparisons, and as I reported to you last week, we are planning to present these to you all on April 3. **I had suggested some meeting times last week to you but have not heard anything back yet about the scheduling on April 3. I suggested two meetings—one with SCTA and the district, and one with all the other unions and the district. I suggested one meeting be held on April 3 from 10 a.m. to noon, and the second meeting be held April 3 from 2 to 4 p.m. I am asking again to hear back from you to confirm these times and to let us know which meeting would be taking place in the morning and which in the afternoon.**

As always, if you have questions, please let us know! Janet

Janet Walden, President & CEO  
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April 2, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

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*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

April 2, 2019

*Jessie Ryan  
President  
Trustee Area 7*

Sent Via E-mail: ([dfisher@saccityta.com](mailto:dfisher@saccityta.com), [nmilevsky@saccityta.com](mailto:nmilevsky@saccityta.com), [jborsos@cta.org](mailto:jborsos@cta.org))

*Darrel Woo  
Vice President  
Trustee Area 6*

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

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

*Lisa Murawski  
Trustee Area 1*

Re: District Response to SCTA March 29, 2019 Letter and Agreement to Continue Discussions with SCTA to Avert a Strike

*Leticia Garcia  
Trustee Area 2*

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

*Christina Pritchett  
Trustee Area 3*

Thank you for your letter of March 29, 2019 following up on our discussions during the confidential mediation session to address District practices with a facilitator from the State Mediation and Conciliation Service on March 28, 2019. I appreciate SCTA leaders taking the time to meet with District representatives to discuss concerns about the District's practices and we are encouraged that you are open to continuing these critical discussions in order to avoid a strike and a state takeover.

*Mai Vang  
Trustee Area 5*

Your March 29, 2019 letter outlines the terms of your proposed "Interim Agreement" that SCTA believes are necessary to avoid a strike. As I have stated repeatedly, a strike would be devastating to our students, parents, employees, and our community. I am committed to doing what I can to avoid a strike that would hurt our students the most. However, in my efforts to avoid a strike, I also cannot risk sacrificing the District's immediate or long-term fiscal health as this would also hurt our students today and for many years into the future. My commitment to fixing our financial challenges is largely driven by the fact that our District serves the neediest students in the Sacramento Region. As such, the Board of Education and I are committed to working with SCTA and our other four labor partners to transform Sacramento City Unified School District into a high-poverty, high-performing district similar to districts such as Long Beach and Sanger Unified School Districts.

*Rachel Halbo  
Student Board Member*

I am also convinced that the solutions to our problems lay within thoughtful and collaborative dialogue that explores the interests of everyone, most importantly our students. Your letter proposes three terms for an interim agreement between SCTA and the District. I respond to each of these terms and offer the District's own terms below.

### **Avoiding Insolvency**

First, the District certainly agrees to work with SCTA to avoid fiscal insolvency. These discussions started in January and continued last week and we look forward to further discussions. To that end, I am prepared to review the District's multi-year budget projections, address any questions that exist about those projections, discuss areas that may be available for savings, and evaluate whether there are any ideas proposed by SCTA that could be implemented. We will then work with the Sacramento County Office of Education (SCOE) to review and analyze those proposals since the role of the SCOE fiscal advisor does not include mediations and/or negotiations. We have already taken seriously the ideas previously suggested by SCTA leadership related to reduction in the costs of administrators and, scrutiny and reduction of District expenses, both of which were part of the Save Our Schools Resolution adopted by the Board on March 7, 2019. We believe there are many ideas that can and must be considered as we continue to work toward resolving our budget crisis. We suggest that such discussions be scheduled for the week of April 8, 2019 and be conducted with the assistance of Mr. Joseph Rios from the State Mediation and Conciliation Service.

### **SCTA allegations of District "unfair practices"**

Moreover, the District also agrees to your request to commence discussions with SCTA leadership also facilitated by Mr. Rios to address SCTA's concerns with identified District practices that you feel are unfair. We hope that these discussions will include areas that the District has requested to discuss with SCTA leadership since at least spring 2018, including any negotiable impacts of the District's proposals to SCTA leaders about student assessments, use of continuous improvement, elementary athletic programs, and the 2020-21 school calendar. We believe these items are critical to our shared interest in improving services to our students and becoming a high-poverty, high-performing urban school district. We suggest that these discussions begin as soon as possible and that we schedule meetings prior to spring break.

### **Health Plan Savings**

Finally, you ask that the District honor the signed agreement on health plan savings. As you know, as part of the 2017 Tentative Agreement between the District and SCTA, teachers received a 7.5% salary increase which totals approximately \$17 million of ongoing costs to our budget (2.5% salary increases for each of the 2016-17, 2017-18, and 2018-19 school years). This 7.5% salary increase has already been implemented as well as additional elements, including:

- Credit all employees with their full years of experience on the salary schedule;
- Increased stipend amounts for Athletic Directors, Induction Support Providers, and those holding a doctorate degree;
- Addition of two school psychologist positions;
- Hired additional preparation teachers to support Special Day Class special education teachers;

- Established consistent maximum caseloads for special education teachers; and
- Additional professional development sessions for teachers participating in co-teaching or inclusive practices settings.

Moreover, in order to avert the strike threatened by SCTA in 2017, we agreed to a salary restructure beginning with the 2018-19 school year with a maximum cost to the District of 3.5%. This amounts to approximately \$7 - \$8 million per year toward salary increases to primarily benefit teachers in the B and C columns. As you know, we disagree with SCTA over the interpretation of that provision and are waiting for an arbitrator to decide the issue. The District and Board of Education has and remains committed to providing for a salary restructure that does not exceed the District's budgeted 3.5% cost for 2018-19 and have repeatedly stated this.

I agree that health plan savings are an essential part of saving our schools and ensuring that we redirect dollars back into the classroom rather than continue to have only nine cents (\$.09) of every dollar go to our students and programs while the remaining ninety-one cents (\$.91) is spent on employee benefits and salary. Four of our labor partners have begun negotiations with the District and are discussing ideas around achieving health plan savings. We have offered SCTA leadership over twenty-four dates to come to the bargaining table to begin these important discussions and to date you have not agreed to meet to begin successor contract negotiations.

With respect to the District "honoring" the signed written agreement regarding health plan savings, we have been seeking to work with you to honor the agreement as we understand it. As you know, that agreement required SCTA leaders and the District to meet and "to effectuate on or before July 1, 2018 changes to the health plan" in order for those savings to be returned to the SCTA bargaining unit. Plan changes by July 1, 2018 would have allowed the District to realize significant cost savings estimated at approximately \$11-\$16 million dollars during the 2018-19 school year. However, no plan changes occurred by July 1, 2018. This inaction on health savings has only resulted in the hastening of the District's financial decline and inability to remain fiscally solvent for our students and families.

At this point in the time, we need to negotiate health cost savings going forward into the 2019-2022 collective bargaining agreement. With the clock ticking to submit a balanced budget proposal that would avoid state takeover, we are again on the brink of losing the opportunity to implement health plan changes prior to the July 1 anniversary date. This is due in part to SCTA leaders' March 29, 2019 email to the California Education Coalition for Health Care Reform (CECHCR) indicating that you would not meet with CECHCR representatives to review plan options that could achieve savings to our District. This means that significant savings will once again go unrealized for the 2019-20 school year and that more catastrophic cuts may be necessary to avoid state takeover.

The District is committed to working with SCTA to discuss health plan savings through plan changes and/or other means as well as effectuating such changes to maximize the savings and resources that can be used to improve student services, while ensuring that we can also save our

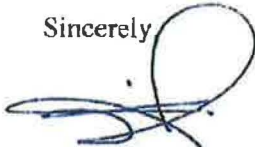
schools from a state takeover. A state takeover will be devastating to our students and community and we must do everything to avoid it. The consequences of a state takeover include:

- ♦ Paying interest on a state loan(s) for decades. For example, Oakland Unified School District has already lost over \$53 million in principal and interest payments through July 2013 and is expected to fully pay back a \$100 million loan until 2024; the loan was issued in 2003;
- Local control would be lost as the District would have to turn over all its authority to an outside administrator appointed by the Sacramento County Office of Education, not the State Superintendent of Public Instruction;
- Student programs that are not required by law are likely to be significantly reduced if the District receives a state loan because the unrestricted dollars that flow into the District will be re-directed to pay off the state loan and interest.

We again request that SCTA leaders meet with the District to begin contract negotiations on or before April 12, 2019 in order to work toward submitting a balanced budget to the Sacramento County Office of Education at our June 20, 2019 Board of Education meeting. Our fiscal crisis requires us to continue to look at every option available to save our schools. While I understand that the relationship between the District and SCTA is fractured, our students deserve an earnest commitment from both parties to diligently work together.

Please tell the SCTA representative council that I fully intend to work with you and Mr. Rios with the goal of rebuilding our relationship and developing and collaborating on workable solutions to address our fiscal crisis, avoid a takeover, and most important, give our students every educational opportunity that they need and deserve. Let us work together to ensure that adult problems do not continue to be our students' problems.

Sincerely



Jorge A. Aguilar  
Superintendent

April 6, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

**BOARD OF EDUCATION**

April 6, 2019

*Jessie Ryan  
President  
Trustee Area 7*

*Darrel Woo  
Vice President  
Trustee Area 6*

*Michael Minnick  
2<sup>nd</sup> Vice President  
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*Leticia Garcia  
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*Mai Vang  
Trustee Area 5*

*Rachel Halbo  
Student Board Member*

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



April 17, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824  
(916) 643-9000 • FAX (916) 399-2058

*Jorge A. Aguilar, Superintendent*

April 17, 2019

**BOARD OF EDUCATION**

*Jessie Ryan  
President  
Trustee Area 7*

*Darrel Woo  
Vice President  
Trustee Area 6*

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

*Lisa Murawski  
Trustee Area 1*

*Leticia Garcia  
Trustee Area 2*

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

*Rachel Halbo  
Student Board Member*

Sent via Email to: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

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

Re: Looking Forward: Continued Discussions Between SCUSD and SCTA

Dear Mr. Fisher:

Thank you for your April 12th letter requesting to resume our facilitated discussions with Mediator Joe Rios from the California State Mediation and Conciliation Services. As expressed by both District Governing Board President Jessie Ryan and me on April 11, 2019, the District remains committed to continuing discussions with SCTA leaders about the District's practices, as well as beginning negotiations on the 2019-20 successor collective bargaining agreement.

In terms of continuing our work with Mr. Rios, I understand that he is out of the office this week. Thus, we have not been able to confirm his availability to work with the District and SCTA leaders on the April 22 or 23 dates you proposed in your letter. I suggest we attempt to schedule a pre-mediation call with Mr. Rios on either of these dates to check his willingness and availability to continue to assist us in these discussions. This would also allow us to discuss the process for the mediation to ensure that both sides have a common understanding of the mediation procedures that Mr. Rios intends to use. Finally, we appreciate your willingness to hold the next mediation session at the District office and we will plan to include that as part of the discussion with Mr. Rios.

As we have stated previously, it is critically important that we begin successor contract negotiations so that we can move forward to discuss the areas that were sunshined by both the District and SCTA. Also, as you know, the window for the District and SCTA to consider and reach agreement on making changes to health benefit providers is very narrow and will soon close for the upcoming school year. This means that for a second year in a row potential savings would go unrealized with HealthNet reaping the benefit. We again urge SCTA leaders to set up a time to meet with representatives from CECHCR and the District to review the health plan offerings that CECHCR received from providers so that we can work together to determine if changing the current health plans provided to SCTA unit members is feasible.

Separately, I would like to have a personal conversation with you to discuss how we as leaders of each of our respective organizations – you as SCTA president and me as superintendent, rebuild trust with one another. This would be a conversation separate from the issues related to budget and negotiations. We look forward to hearing from you.

Sincerely,

Jorge A. Aguilar  
Superintendent

April 23, 2019

LETTER



**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

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*Jorge A. Aguilar, Superintendent*

April 23, 2019

**BOARD OF EDUCATION**

Sent via email to [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

*Jessie Ryan  
President  
Trustee Area 7*

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

*Darrel Woo  
Vice President  
Trustee Area 6*

RE: Interim Agreement Proposal

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

Dear Mr. Fisher:

*Lisa Murawski  
Trustee Area 1*

As I indicated in my letter sent to you yesterday, the fiscal crisis we are facing calls for us to work together to resolve our differences. It is crucial that the District and SCTA leadership come together and find a resolution because the consequences of a state takeover would be devastating to our students, staff, families and community. Because our past two mediation sessions have not led to progress in resolving our differences, we would like to articulate in writing a proposal for SCTA's consideration. We believe this new approach can provide a path forward to begin resolving our differences.

*Leticia Garcia  
Trustee Area 2*

Our attached proposal to SCTA includes three elements:

*Christina Pritchett  
Trustee Area 3*

- 1) A fiscal summit to provide a forum for the District to share budget information with SCTA and respond to any questions that SCTA leaders pose;
- 2) A proposal to resolve our differences on health benefits; and
- 3) A commitment to identify and work toward resolution of alleged SCTA and District unlawful practices.

*Mai Vang  
Trustee Area 5*

Again, it is my sincerest hope that in providing these documents we can move discussions forward in order to do the hard work that is necessary to save our schools from state takeover.

*Rachel Halbo  
Student Board Member*

I would like to once again request that we meet and have a personal conversation to discuss how we as leaders of each of our respective organizations – you as SCTA president and me as superintendent, rebuild trust with one another. I understand that before agreeing to meet you want affirmation of a “willingness to abide by the contract” and “willingness to abide by California labor law”. As I stated previously, we believe that we have abided by the contract and California law just as much as you believe that we have not – we simply have different interpretations of the contract language at issue. I am simply asking for a one-on-one meeting to help break the gridlock and allow us to move forward and do the critical work our students need.

Please let me whether you agree with the attached proposal as well as your availability to meet as leaders of our respective organizations to discuss how we can put our differences aside in the interest of our students.

Sincerely,

Jorge A. Aguilar  
Superintendent

APRIL 23, 2019 INTERIM AGREEMENT PROPOSAL  
Sacramento City Unified School District to Sacramento City Teachers Association

Below is the District's proposed Interim Agreement to the Sacramento City Teachers Association (SCTA) made in an attempt to resolve our differences. The term of this Interim Agreement is from April 23, 2019 through June 30, 2019. This proposed Interim Agreement was developed with the following principle in mind: *the District and SCTA must work together to ensure the fiscal solvency of the District and that our students are afforded every educational opportunity possible.*

**Fiscal Summit**

To ensure that no option to fix our budget challenges has been overlooked, the District proposes a fiscal summit with SCTA based on the following term:

The District and SCTA will meet as soon as possible at the Serna Center with representatives from SCTA, the District, and District and SCTA selected fiscal experts to review the District's budget and SCTA's ideas for addressing the District budget issues with a goal of reaching general consensus on the state of the District's budget deficit and exploring ideas for cost savings that are viable and have not yet been implemented by the District, including those proposed by SCTA.

**Health and Welfare Benefits**

The District and SCTA previously agreed to the following term in December 2017 related to health and welfare benefits:

*The District and SCTA agree to negotiate in good faith to effectuate on or before July 1, 2018 changes to the health plan consistent with this section.... The parties agree that any savings that result from making changes to the health plans or in the reduction of health plan costs will be applied to the certificated bargaining unit. The parties will negotiate how to apply to the bargaining unit any such savings achieved by the District.*

The District and SCTA did not effectuate changes to health plans for 2018-2019. In an effort to resolve an area of disagreement between the District and SCTA, the following is proposed:

The District and SCTA will meet as soon as possible with the California Education Coalition for Health Care Reform (CECHCR) representatives to review options for health plan changes. If plan changes are negotiated and effectuated prior to July 1, 2019 for the 2019-20 fiscal year and savings result from that change the District and SCTA agree to meet to discuss how those savings can be used.

**Unfair Practices**

The District and SCTA agree to submit to one another a list of the unfair practices alleged to have been committed by both the District and SCTA by April 30, 2019 so that each party can consider the status and possible resolution of each alleged unfair practice.

April 29, 2019

LETTER

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**From:** Superintendent  
**Sent:** Monday, April 29, 2019 6:31 PM  
**To:** Fisher, David  
**Cc:** Lisa Allen; Cancy McArn  
**Subject:** Looking Forward

Dear Mr. Fisher,

Please see attached correspondence.

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*

April 29, 2019

**BOARD OF EDUCATION**

Sent via email to: [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

*Jessie Ryan  
President  
Trustee Area 7*

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

*Darrel Woo  
Vice President  
Trustee Area 6*

Re: Looking Forward

*Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4*

Dear Mr. Fisher:

*Lisa Murawski  
Trustee Area 1*

This letter responds to yours of April 26, 2019 and addresses and reiterates the District's strong desire to move forward in our relationship with SCTA to serve students and address the pressing issues that are critical to saving our schools from a state takeover.

*Leticia Garcia  
Trustee Area 2*

First, the District agrees with SCTA that when and if changes to the current health plan providers offered to SCTA members (HealthNet and Kaiser) are made and our budget issues are resolved, savings from those changes should go to improving services for students. On this point we do not disagree. Further, I think we can both agree that to date, SCTA has not negotiated with the District to change providers from HealthNet and/or Kaiser and that without those changes there have been no savings. Finally, we agree with you that because no changes have been made approximately \$11 million of the District's dollars in 2018-19 went to the for-profit health insurance company HealthNet to cover 100% of the health benefit costs for SCTA members and their families at a cost up to nearly \$35,000. Unfortunately, this scenario is slated to repeat for the 2019-20 fiscal year because the time to make provider changes before the start of that year has passed based on your March 29, 2019 communication to California Education Coalition for Health Care Reform (CECHCR) representatives that you would not meet with them to discuss health plan changes. This means that at least \$22 million of the District's dollars has gone or will go to pay health insurance companies and not be available for our students.

*Christina Pritchett  
Trustee Area 3*

*Mai Vang  
Trustee Area 5*

The District has been and remains ready to make health plan provider changes as soon as SCTA is ready. On no less than ten (10) dates the District has asked SCTA to meet with the District to discuss health plan changes away from HealthNet to comparable plans that would yield savings to the District. The attached appendix includes instances in which the District asked SCTA to meet with CECHCR representatives to review options for health plan changes because we knew that SCTA's inaction would force the District into paying HealthNet monies that could benefit students and families.

*Rachel Halbo  
Student Board Member*

Consistent with section 13.1.1 of the Collective Bargaining Agreement, which required the District and SCTA to negotiate in good faith to effectuate on or before July 1, 2018 changes to the health plan ..., and despite SCTA's absence from critical meetings about these changes, the District has continued to meet with the CECHCR representatives to review options for health plan changes. In fact, the District and other labor partners met with CECHCR on April 5, 2019 and we were sorry to learn that SCTA indicated to CECHCR that you had elected not to meet with them - together or separately.



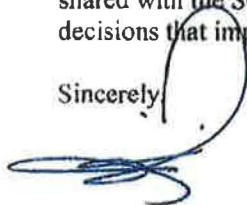
Despite SCTA's decision not to meet CECHCR and your April 8, 2019 filing of an unfair practice charge related to this matter, the District is ready to implement these changes and believe we have gathered the critical information from CECHCR necessary to do so. While we are out of time to implement prior to July 1, 2019, we still have time to implement beginning January 1, 2020 and begin realizing savings shortly thereafter. I sincerely hope that SCTA leaders will join the District in negotiating and effectuating health plan changes that will provide high quality and comparable benefits to our employees while bringing the District's spending on employee health plans in line with other districts. As evidenced by the enclosed correspondence, the District's choice is and has been since at least September 11, 2016 to stop giving money to HealthNet and consider alternative plan options that could yield savings to the District without compromising the quality of benefits offered to our employees.

**But we first have to achieve savings.** As we stated in our April 23, 2019 proposal: "The District and SCTA will meet as soon as possible with the California Education Coalition for Health Care Reform (CECHCR) representatives to review options for health plan changes. If plan changes are negotiated and effectuated prior to July 1, 2019 for the 2019-20 fiscal year and savings result from that change the District and SCTA agree to meet to discuss how those savings can be used." I hope you would agree that using the entirety of such savings, once realized, to hire over 200 new employees into SCTA's bargaining unit during a fiscal crisis would be irresponsible and subject to the stay and rescind authority of the Sacramento County Office of Education. However, once those savings are realized and our District's budget crisis is resolved, those savings should be used to serve our students. But, again, we first have to achieve savings and that will not occur until SCTA meets with CECHCR and agrees to make those changes.

Finally, my core objective in requesting a personal meeting with you is a genuine desire to take a different approach to see if we can resolve our differences. Albert Einstein once said "insanity is doing the same thing over and over again and expecting different results." Through our April 23, 2019 letter and the proposal that accompanied it and now through this letter, I continue to look for new and different ways for us, as leaders of our respective organizations, to repair our relationship and move forward together. I believe that an in-person meeting with you could be the first step in moving forward.

Finally, we understand from your letter that SCTA leaders will announce your "next major step" after meeting with the SCTA Executive Council on Tuesday. We are hopeful that, contrary to information shared with us by a number of stakeholders that you will announce another strike, SCTA leaders will commit to work with the District to move forward to resolve our budget crisis and our differences so that we can save our schools from a state takeover. I respectfully ask that this letter and attached appendix be shared with the SCTA Executive Council so that they have it in mind as they consider actions and make decisions that impact our students, families, and our community.

Sincerely,



Jorge A. Aguilar  
Superintendent