

**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

BOARD OF EDUCATION September 3, 2019

*Jessie Ryan
President
Trustee Area 7*

Sent Via E-mail to dfisher@saccityta.com

*Darrel Woo
Vice President
Trustee Area 6*

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue

[REDACTED]

Trustee Area 4

Re: 2019-2020 School Year Assessments

*Lisa Murawski
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia
Trustee Area 2*

I am in receipt of your August 28, 2019 email, in which you allege that the Sacramento City Unified School District ("District") is proceeding in violation of the November 13, 2016 Memorandum of Understanding ("MOU"), because the Sacramento City Teachers Association ("SCTA") and District have not yet finalized negotiations to the

*Christina Pritchett
Trustee Area 3*

[REDACTED]

As outlined in my August 5, 2019 letter, assessing our students' performance is a critical element of ensuring educational progress and meeting the individual needs of all our students. The District community cannot afford to wait any longer. This is especially true for our District

[REDACTED]

as our students come from diverse socioeconomic, racial and ethnic backgrounds, and have

Appendix

Timeline Regarding Assessment Discussions between the District and SCTA

2016-2017 School Year

- **November 30, 2016:** The District and SCTA signed the MOU, agreeing to form an assessment committee later than January 9, 2017—consisting of representatives

designated by SCTA and the District, to develop a comprehensive and balanced system for monitoring student progress for the remainder of the 2016-2017 school year.

- **January 18, 2017-February 27, 2017:** An assessment committee met three times, and no consensus was reached.
- **March 17, 2017:** The District sent a request to SCTA for another assessment committee meeting and SCTA refused to respond until after a teacher contract mediation date was set (such a contingency did not excuse compliance with the MOU).
- **March 21, 2017:** SCTA again refused to commit to an assessment committee meeting, pending the scheduling of a teacher contract bargaining date.
- **April 2017:** The assessment committee met again, yet no consensus was reached.
- **June 2017:** The assessment committee met again, yet no consensus was reached.

2017-2018 School Year

SCTA on November 13, 2018, except to express its lack of mutual agreement on “a

[REDACTED]

[REDACTED]

• **November 16, 2018:** The District received a letter from OCR expressing its concern with the reduction of scheduled local assessments during the 2016-17 and 2017-18.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Memorandum of Understanding (MOU)

Monitoring of Student Progress

MEMORANDUM OF UNDERSTANDING

[REDACTED]

[REDACTED]

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

Monitoring of Student Progress

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association," do hereby

[REDACTED]

- 4 Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students who opt out of standardized testing.

- 5 The District and the Association also mutually agree that monitoring student progress in individual classrooms, across grade levels or subject, at site and district levels may be valuable instruments to monitor student progress and may provide information useful to

[REDACTED]

8

[REDACTED]

- 6 The District agrees to limit the current District-developed Benchmark to the period from November 7th to December 16th only. Any future District-wide assessment and/or other

[REDACTED]

November 13, 2018

Superintendent Aguilar to Mr. Fisher 2018-19 Assessment
Plan

OFFICE OF THE SUPERINTENDENT

[REDACTED]

Christina Pritchett
Trustee Area 3

[REDACTED]

subject matter curricular frameworks for math, ELA/ELD, science, and social science all call

November 13, 2018

for a
ing.
ing
the District
itor are

to assess students for dyslexia. Moreover, assessment
foundational and fundamental components of a Multi-Tiered System of Supports,
<https://www.cde.ca.gov/ci/er/r/i/intsscomponents.asp>.

MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

[REDACTED]

Concerning

Monitoring of Student Progress

The Sacramento City Unified School District hereinafter called the "District," and the

[REDACTED]

parties
7a

November 14, 2018

SCTA Response to District

From: David Fisher <dfisher@saccityta.com>
Sent: Wednesday, November 14, 2018 3:40 PM
To: Superintendent <Superintendent@scusd.edu>
Cc: Iris Taylor <Iris-Taylor@scusd.edu>; Lisa Allen <Lisa-Allen@scusd.edu>; Cancy McArn <Cancy-McArn@scusd.edu>
Subject: RF: Assessment Memorandum of Understanding

[REDACTED]

Debra McArthur,

In response to your letter of November 13, 2018 regarding the "Assessment Memorandum of Understanding"

[REDACTED]

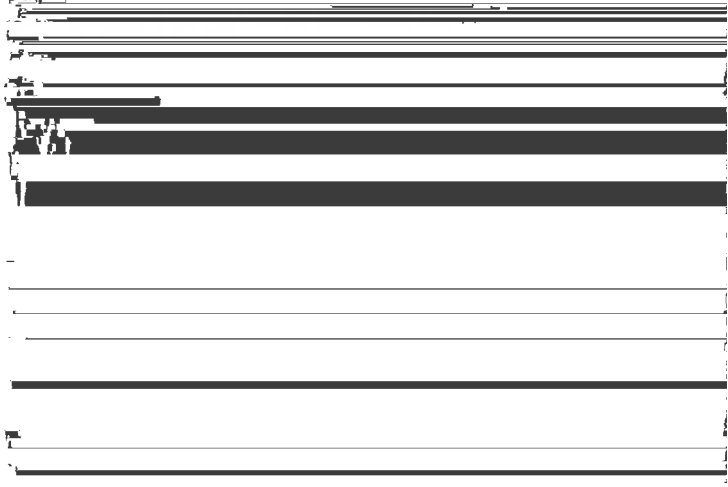
David Fisher
President SCTA
Phone: 916.452.4504

[REDACTED]

Please see attached correspondence.

Thank you.

Jorge A. Aguilar
Superintendent



November 16, 2018

District Received OCP Concerning Deduction of





UNITED STATES DEPARTMENT OF EDUCATION

[Redacted]

November 16, 2018

REGION IX
CALIFORNIA

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824-4528

50 UNITED NATIONS PLAZA
MAIL BOX 1200, ROOM 13-45
SAN FRANCISCO, CA 94102

(In reply, please refer to Docket # 09-14-1190.)

Dear Superintendent Aguilar:

On August 12, 2014, the Sacramento City Unified School District (District) signed a Resolution Agreement with the Office for Civil Rights (OCR) under the above-referenced docket number. As part of the Agreement, the District committed to provide all students in the District an equal opportunity to participate in the District gifted and talented education (GATE) program. The District agreed to analyze data for GATE program eligibility Districtwide and, based on the review, to implement strategies to increase equal access to the GATE program for all groups of students who were underrepresented in enrollment.

The District has provided OCR with documentation of the GATE testing and qualification

[Redacted]

of students in the first and third grades during each of the past five years, broken down

[Redacted]

November 26, 2018

District Invites SCTA to Meet and Discuss Assessments
Proposing Four Meeting Dates

OFFICE OF THE SUPERINTENDENT

5225 47th Avenue, Suite 100, Atlanta, GA 30304

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX

Jorge A. Aguilar,

November 13, 2018

BOARD OF EDUCATION

Sent via email to

ityla.com

*Jessie Ryan
President
Trustee Area 7*

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

*Darrel Woo
Vice President
Trustee Area 6*

RE: Assessment Memorandum of Understanding (MOU)

*Michael Minnick
2nd Vice President
Trustee Area 4*

Dear Mr. Fisher:

*Jay Hansen
Trustee Area 1*

As I continue to learn about historical contexts related to student achievement outcomes in

*Ellen Cochran
Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MEMORANDUM OF UNDERSTANDING

Between

MARSHFIELD DISTRICT

1. The District and the Association agree that testing should be meaningful and useful.
2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. The parties further agree that where a district initiated / district-wide specific test, the purpose of the test is for monitoring student progress is not specifically and

a. An expedited three (3) person fact-finding panel will be convened consisting of one representative selected by the District and two representatives selected by the Association. The fact-finding panel will convene within 10 business days of the date of the meeting.

of one representative selected by the Association and one representative selected by the District. The fact-finding panel will convene within 10 business days of the date of the meeting. The fact-finding panel will convene within 10 business days of the date of the meeting. There will not be formal proceedings.

4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students who opt out of standardized testing.

5. The District and the Association also mutually agree that monitoring student progress in individual classrooms, across grade levels or subject, at site and district levels may be valuable instruments to monitor student progress and may provide information useful to teacher reflection and planning as well as for student feedback.

6. The District agrees to limit the amount of District data that is shared with the Association.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

50 UNITED NATIONS PLAZA
MAIL BOX 1200, ROOM 1545
SAN FRANCISCO, CA 94102

REGION IX
CALIFORNIA

[REDACTED]

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824-4528

(If reply, please refer to Desk # 400-44-1400)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

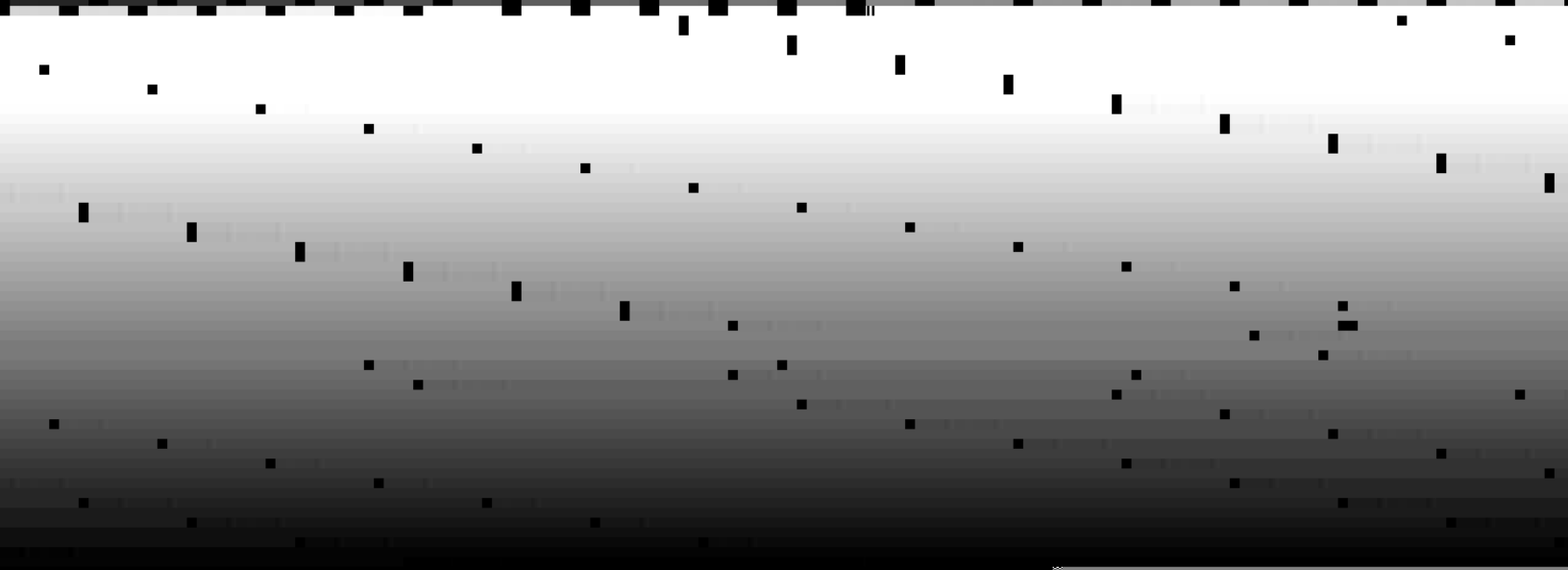
As we discussed in our meeting with you on November 8, 2018, OCR is concerned that the District has not taken all necessary steps to provide all students, regardless of race or national origin, with equal access to the District's GATE program, as required by the

[REDACTED]

December 21, 2018

SCTA Responds to District's November 26, 2018 Letter

Proposing a Meeting Date on Tuesday, January 15, 2019



[Redacted]

Wanting this meeting advanced from 1/15/19 to 1/16/19. Please

We are available to meet with our Assessment Committee and District representatives on Tuesday, January 15th 4:00 at SCTA.

Sent: Friday, December 21, 2018 4:42 PM
To: Superintendent
Cc: Iris Taylor; Lisa Allen; Cancy McArn
Subject: Fisher
RE: Assessment Committee

[Redacted]

Phone: 916-452-4591

[Redacted]

From: David Fisher
Sent: Friday, November 30, 2018 10:31 AM
To: 'Superintendent'
Cc: Iris Taylor; Lisa Allen; Cancy McArn
Subject: RE: Assessment Committee

Thank you for your letter. We will be conferring with our Rep Council next week and will get back to you with dates soon after.

Thank you,

David Fisher

Please see attached correspondence.

Thank you.

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

January 9, 2019

District Responds Accepting Meeting Date of January 15,
2019

Gr Lvl	ent /	Point	Window
K-12	ish Learner	Assessment for California (ELPAC)	July 1 - June 30
K-12	EL	ish	1 120
5 8 11 and 12	Science est	Assessment	New ech 25
3-8 and 11	Assessment (Assessment	arch HS March 11
and	Fitness T		F 1 19
4 8 and	National Assessment of Educational Progress (NAEP)		E Phillips 2/26 Woodbine 3/1 Winn and Pacific
K	of	Test III	4-28 1
K-6	Basic	Record -	eb 4-22 13-31
K-2	#2 -	embedded	Feb 4-22 13-31
K-2			20-Jan 10
K-2			Mar 4
K-2			3
3-6	#2		Dec.1
			Feb 4-19
			Nov
7/8	Year	- Curriculum	Ma 1
7/8	of Year	Curric	Oct.22 8
9/10		ulum	F 4-19
9/10		- Curriculum	Oct 1-12
9/10		Curriculum	14-25
11			8
	ELA	of 1	Nov. 5-1
	M	4	Feb.
	Test 1 T	4	20-31
K	Test 2	5-8	Nov 5-16
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3-4		1-4 -	
3-4	2	Curric	16
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6	Ch 1-3 -	- Curriculum e	
	th	7 -	Oct
Math 7	Math		Mar 11
Math 7	4-5		Mar
Math 8			
Math 8	Ch. 4-6 -		
Math 1		bedded	
Math 1		bedded	Mar 18-29
Math 1	Unit	lum	1 1
3-12			
1 and 3	IE		14 Febr 22
6 and 11	Placement		6 7
9 and 8	PSAT		10
	PSAT		
3-12	Staff and		14 - F

January 22, 2019

District Sends Letter to SCTA Providing Assessment Information that was Requested. District also asks to Schedule the Next Meeting

April 24, 2019

After Receiving No Response to the January 22, 2019

[REDACTED]



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 24, 2019

Sent via email to dfisher@saccityta.com

Trustee Area 7

5300 Elvas Avenue
Sacramento, CA 95819

August 5, 2019

District Sends Letter to SCTA Providing Links to Dist

[REDACTED]



OFFICE OF THE SUPERINTENDENT

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

Jorge A. Aguilar, Superintendent

August 5, 2019

BOARD OF EDUCATION

Sent via email to: dfisher@saccityta.com

Jessie Ryan
President
Trustee Area 7

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

Darrel Woo
Vice President
Trustee Area 6

Michael Minnick
2nd Vice President
Trustee Area 4

Re: 2019-2020 School Year Assessments

Lisa Murawski
Trustee Area 1

Dear Mr. Fisher:

Leticia Garcia
Trustee Area 2

With less than a month left before the start of the 2019-2020 school year, the District remains committed to working with the leaders of the Sacramento City Teachers Association (“SCTA”) to provide students with the greatest possible opportunities to reach their full potential. As you know, we have been in regular communication with you regarding the urgency to assess progress of student achievement in order to better respond to our students’ needs. Consistent with

Christina Pritchett
Trustee Area 3

as listed in the attached schedule

Mai Vang
Trustee Area 5

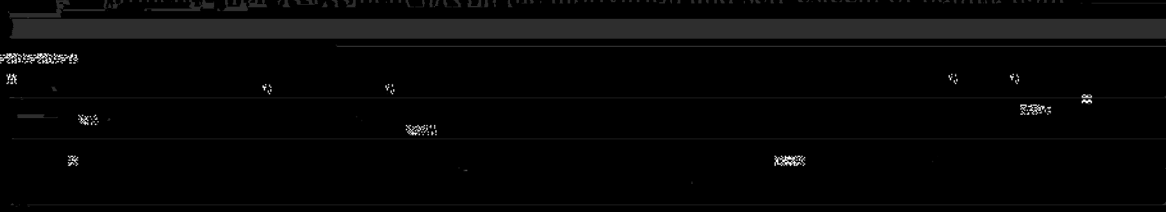
is similar to the one previously sent in November 2018

Student Board Member

It is simply crucial that we move forward on this assessment path because, as you know, assessing our student performance is a critical element of ensuring educational progress and meeting the individual needs of all of our students. Information from student assessments allows our educators to identify students who may need additional academic support, those who could be reclassified from English Learner to English Proficient, appropriate course placement for students at certain grades, and those who may qualify for specialized programs such as Gifted and Talented Education (“GATE”).

In their seminal study *Assessment for Learning: Beyond the Black Box (1999)*, leading educational researchers Black and William listed the following top five (5) reasons educators have a professional obligation to administer formative / interim assessments:

1. Feedback to pupils;
2. Involvement and engagement of pupils in their own learning;
3. Adjustment of teaching to take account of the results of assessment;
4. Influence that assessment has on the motivation and self-esteem of pupils, both



of which are crucial influences on learning; and

5. Self-assessment opportunities to pupils to help them understand how to improve.

Again, as stated above and in our previous correspondences, the District is required by law and District policies to consistently monitor student progress and to use information to ensure



August 28, 2019

SCTA Responds to August 5, 2019 Letter

Subject: FW: 2019-2020 School Year Assessments
Attachments: assessment mou 11-30-16.pdf

From: David Fisher <dfisher@saccityta.com>
Sent: Wednesday, August 28, 2019 12:09 PM
To: Christine Baeta <Christine-Baeta@scusd.edu>
Cc: Matt Turkie <Matt.Turkie@scusd.edu>; Casey McAnn <Casey.McAnn@scusd.edu>; Nikki Milevsky <Nikki.Milevsky@scusd.edu>; John Borsos <John.Borsos@scusd.edu>
Subject: 2019-2020 School Year Assessments

Warning! This message originates from OUTSIDE the District's email system. Please verify the sender and contents before opening attachments or clicking on links. Out

Hi Ms. Baeta,

[Redacted content]

David Fisher
President SCTA
Phone: 916-452-4591
Fax: 916-452-4675

MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

Monitoring of Student Progress

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties" hereby agree

2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. The parties further agree that where a district initiated / district-wide specific test, assessment or process for monitoring student progress is not specifically and unambiguously directed by state or federal or programmatic (e.g. International Baccalaureate) mandate, the parties will jointly develop and mutually agree to the development of a process for monitoring student progress, which will meet state and/or federal guidelines, if applicable. The parties will make a good faith and timely effort to mutually develop and mutually agree to the specific test or assessment described in the preceding sentence. If the parties are unable to reach agreement, the parties agree to the expedited fact-finding dispute resolution process below:
 - a. An expedited three (3) person fact-finding panel will be convened consisting of one representative selected by the by the District, and the neutral/ w/w
 - b. The fact-finding panel will engage in the issue. There will not be formal p agreed upon. The mediation process hours unless there is agreement to extend the time period. If at the end of

4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative

[REDACTED]

[REDACTED]

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