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April 2, 2021

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Via E-Mail: Karla.Faucett@SEIU1021.org

Karla Faucett, Chapter President
SEIU, Local 1021
5450 Power Inn Road, Suite F
Sacramento, CA 95820

Re: Response to Cease and Desist

Dear Ms. Faucett:

I am writing in response to Mr. Glen Sharp's email (see below) concerning the District's return to in-person instruction. Mr. Sharp, on behalf of SEIU, Local 1021, demanded that the District cease and desist from changing terms and conditions of employment, and directing SEIU-represented employees to return to work in-person until the parties reach an agreement regarding the effects of the District's decision to return to in-person instruction.

The District has met with SEIU throughout the COVID-19 pandemic to address the many labor issues that have arisen. As you know, I sent a letter to you on February 16, 2021, proposing dates to begin negotiating the effects of reopening the District's schools for in-person instruction when permitted by state and local health authorities. The parties began negotiating the effects of reopening on March 10, 2021, and have met five times. The parties have also exchanged a total of 10 proposals, and have reached agreement regarding General Provisions, General Safety Protections, Health and Safety Committee, County Risk Level, Testing, Health Screenings, Protocol for Monitoring Covid 19 Symptoms and Positive Cases, Cleaning and Disinfecting Plans, Covid 19 Prevention Program, Onsite Training and Unit Member Preparation, District Compliance with AB 86, Non-precedent setting and Expiration Date. SEIU's most recent counterproposal dated March 30, 2021, includes four new topics, an additional \$1,500 stipend, adopt the Extra Family Medical Leave Act and hire substitute employees to perform work, create a childcare leave act bank of 400 hours to be used prior to the end of the 2020-2021 school year and a stipend of \$400 to employees who have been working remotely.

The District has met its obligation to provide SEIU with reasonable notice of its intent to return to in-person instruction and negotiate in good faith regarding the effects of its decision. Thus, the District can require employees to return to work in-person next week. Further, many SEIU-represented employees have been working diligently in-person at District sites for many months.

The District appreciates SEIU's willingness to continue negotiating the effects of reopening. The District shares this commitment and is available to meet and negotiate later tomorrow, Saturday, April 3, 2021, and Monday, April 5, 2021. Please let us know SEIU's availability to meet and negotiate at your earliest convenience. Also, the District is awaiting and looks forward to SEIU's response to our March 31, 2021 counterproposal.

Sincerely,

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

Jorge A. Aguilar
Superintendent

From: Glen Sharp [<mailto:Glen.Sharp@seiu1021.org>]

Sent: Thursday, April 1, 2021 1:21 PM

To: Jorge Aguilar <JAguilar@scusd.edu>

Cc: Karla Faucett <Karla.Faucett@SEIU1021.ORG>; Dan Schallock <Dan-Schallock@scusd.edu>; Roena Dumlao <Roena-Dumlao@scusd.edu>; Debra Durazo <Debra-Durazo@scusd.edu>; Cindy Ross <Cindy-Ross@scusd.edu>; Kaden Kratzer <Kaden.Kratzer@seiu1021.org>

Subject: Cease and Desist

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.

Dear Superintendent Jorge Aguilar,

SEIU Local 1021 and the SCUSD are engaged in negotiations concerning the reopening of schools to in-person services and instruction. These negotiations are centered on issues of safety, remuneration, workloads and generally terms hours, remuneration and conditions of employment for classified workers.

At this point there is no agreement in place between SEIU Local 1021 and the SCUSD governing the safe reopening of schools and the return of SEIU workers to in-person onsite services and instruction. Many of the outstanding issues preventing the parties from reaching a reasonable agreement that protect workers are attributable directly to your lack of leadership and incapacity to treat workers and Unions in a decent and respectful manner. Also, certain aspects have yet to be discussed and negotiated. For example, the district's desire to change schedules, locations and working conditions for essential workers and those who have been working remotely.

Until such time when a tentative agreement is reached and ratified by our members, it is unacceptable for the SCUSD to unilaterally make changes in hours, pay and working conditions and demand that SEIU classified unit workers return to in-person services and instruction.

SEIU Local 1021 has been informed by members of our bargaining unit that the SCUSD has sent notices to classified workers informing them that the location and condition of their assignments have changed effective Monday, April 5, 2021.

Please consider this as an official notification from SEIU Local 1021 to **immediately Cease and Desist** from issuing these notices to classified workers represented by SEIU Local 1021.

Although SEIU Local 1021 is ready and willing to negotiate a fair and reasonable agreement to reopen schools for in-person instruction and services, please know that **should SCUSD persist in being involved in illegal activities** SEIU Local 1021 shall take affirmative steps to remedy the situation. We hope however that this is unnecessary and that the parties pursue their duties to bargain in good faith.