

From: Borsos, John <JBorsos@cta.org>
Sent: Wednesday, May 26, 2021 5:26 PM
To: Raoul Bozio <Raoul-Bozio@scusd.edu>
Cc: Fisher, David <dfisher@saccityta.com>; nmilevsky@saccityta.com; Pam Manwiller (pmanwiller@aol.com) <pmanwiller@aol.com>; Shawn Hadnot <Shawn-Hadnot@scusd.edu>
Subject: RE: Board Vote to further Combine Cohorts

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.

Raoul:

We are in receipt of your email.

Unfortunately, your email misrepresents facts and it appears to indicate SCUSD's intention to violate the EERA and the memoranda of understanding between SCUSD and both SCTA and SEIU Local 1021.

Resolution 3196, passed on April 22, 2021, does not discuss *"collapsing cohorts wherever possible at 3 feet."* The relevant language in Resolution 3196 states: "The Board instructs staff to expand in-person learning time/opportunities to at least the pre-pandemic model before the end of the 2020-21 school, where and when it is possible."

In fact, the existence of MOUs between SCUSD and SCTA and SEIU, which remain in full force and effect, specifically impacts "where and when it is possible."

In short, the MOUs with SCTA and SEIU both specifically require 6 feet social distancing at all times.

While you, the Superintendent and other District representatives have stated repeatedly at school board meetings and other public communication that this is the District's desire, it is also a fact that at no time after our agreement was reached on March 20, 2021 and approved by both the SCUSD school board and SCTA members on March 25, did the District ever propose reducing physical distancing to 3 feet. Additionally, the CDC guidelines that the District now claims makes the SCTA-SCUSD MOU "outdated" were in effect before the agreement was signed by the parties and approved by both parties.

As you may be further aware, the CDC guidelines are recommendations that call for "at least" 3 feet of physical distancing, but also includes in its guidelines strong recommendations regarding additional mitigation measures that should be in place to minimize COVID infections in regions of high community spread; as of today, Sacramento County is one of only eight counties in the state that remains in the red tier or higher. The Superintendent has repeatedly stated the MOU conflicts with the CDC guidelines. It does not. Likewise, in a new communication to parents and the community, the District writes: "Moreover, such physical distancing provision conflicts with current guidance by the California Department of Public Health, the Centers for Disease Control (CDC), and Sacramento County Public Health. These experts now advise a three-foot physical distancing between students (students will continue to wear masks)." That is patently false. The CDC does not "advise" three-foot physical distancing. It recommends "at least" three-foot physical

distance (with other mitigations measures) which is entirely consistent with our MOU. As we have previously pointed out, six feet meets the standard of “at least” three feet.

Of particular concern in the school board’s new action is the spread of COVID among secondary students who have not yet had the opportunity to be vaccinated, but would be educated in an indoor setting with less than six feet social distancing, especially in an environment with new COVID variants emerging. See, by way of illustration, a photograph from CK McClatchy High School which captures the District’s proposed reconfiguring of social distancing which has already raised very serious health and safety concerns, particularly when considering this classroom would be filled with students ages 15 and higher.

Furthermore, your email provides no details regarding how the District determined which cohorts at which schools and grade levels will actually be combined and when the potentially unlawful implementation would go into effect.

Finally, the District’s outside consultant, Pam Manwiller, repeatedly has reaffirmed that the District will continue to comply with the March 20 Reopening MOU and that the MOU is in full force and effect. Your email contradicts Ms. Manwiller’s repeated reaffirmations to abide by the MOU. The District’s recent public assertion that the MOU is “outdated,” does not render it null and void.

We expect the District to honor its commitments and obey the law.

SCIA-represented employees reserve the right to exercise any and all legally-available remedies, including engaging in concerted activity free from reprisals consistent with the terms and conditions of the parties’ collective bargaining agreement, which also prohibits teachers from being “required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.”



