



**PERB**  
California Public Employment  
Relations Board

Sacramento Regional Office  
1031 18th Street  
Sacramento, CA, 95811-4124  
Telephone: (916) 591-3167



July 23, 2021

Jacob Rukeyser, Attorney  
California Teachers Association  
1705 Murchison Drive  
Burlingame, CA 94010-0921

Dulcinea Grantham, Attorney  
Lozano Smith  
2001 North Main, Suite 500  
Walnut Creek, CA 94596

Re: *Sacramento City Teachers Association v. Sacramento City Unified School District*  
Unfair Practice Charge No. SA-CE-3041-E  
**COMPLAINT**

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.<sup>1</sup> The required contents of the **ANSWER** are described in PERB Regulation 32644(b).

If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned. Designated legal counsel who do not attend the Informal Conference for any reason, must designate in writing

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<sup>1</sup> PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at [www.perb.ca.gov](http://www.perb.ca.gov).

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consent that the meeting go forward in their absence, including, but not limited to the execution of a settlement agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Procida', with a long horizontal flourish extending to the right.

Kimberly J. Procida  
Regional Attorney

Enclosure

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



SACRAMENTO CITY TEACHERS  
ASSOCIATION, NEA/CTA

Charging Party,

v.

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

Respondent.

Case No. SA-CE-3041-E

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3543.5, the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3541.3(i) and 3541.5 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Respondent is a public school employer within the meaning of Government Code section 3540.1(k).

2. Charging Party is the exclusive representative, within the meaning of Government Code section 3540.1(e), of a bargaining unit that includes Respondent's certificated employees (Unit).

3. Charging Party and Respondent are parties to a "Safely Reopening Schools to In-Person Instruction/Services" Memorandum of Understanding (MOU) that expired on the last day of the 2020-21 school year (i.e., June 18, 2021).

4. The MOU repeatedly provides for at least six feet of physical distancing. For example, MOU Section VII.A, provides that Respondent shall limit occupancy of "shared work or school spaces to provide no less than six (6) feet of distancing." The

MOU also incorporates by reference Respondent's earlier March 13, 2021, "Return to Health: Health and Safety Plan During COVID-19," policy which mandates physical distancing of at least six feet, including in Respondent's classrooms.

5. In or about late May 2021, Respondent implemented a new policy, repudiated the existing policy and/or past practice established under MOU, or applied/enforced the existing policy established under MOU in a new way, by announcing, effective June 2, 2021, that Respondent would eliminate or abandon the six-foot physical distancing requirement and replace it with a three-foot physical distancing requirement.

6. Respondent engaged in the conduct described in paragraph 5 without prior notice to Charging Party and without having afforded Charging Party an opportunity to negotiate the decision to implement the change in policy and/or the effects of the change in policy. Respondent engaged in the conduct described in paragraph 5 without having negotiated with Charging Party to agreement or through the exhaustion of impasse procedures concerning the decision to implement the change in policy and/or the effects of the change in policy.

7. By the acts and conduct described in paragraphs 5 and 6, Respondent failed and refused to bargain in good faith in violation of Government Code section 3543.5(c).

8. By committing the violation described in paragraph 7, Respondent derivatively interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code section 3543.5(a).

9. By committing the violation described in paragraph 7, Respondent derivatively denied Charging Party its right to represent bargaining unit employees in violation of Government Code section 3543.5(b).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: July 23, 2021

J. Felix De La Torre  
General Counsel

By   
\_\_\_\_\_  
Yaron Partovi  
Senior Regional Attorney

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Sacramento Regional Office, 1031 18th Street, Sacramento, CA, 95811-4124.

On July 23, 2021, I served the Complaint Cover Letter regarding Case No. SA-CE-3041-E on the parties listed below by

I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Sacramento, California.

Personal delivery.

Electronic service (e-mail).

Jacob Rukeyser, Attorney  
California Teachers Association  
1705 Murchison Drive  
Burlingame, CA 94010-0921  
Email: jrukeyser@cta.org

Dulcinea Grantham, Attorney  
Lozano Smith  
2001 North Main, Suite 500  
Walnut Creek, CA 94596  
Email: dgrantham@lozanosmith.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 23, 2021, at Sacramento, California.

S. Taylor

(Type or print name)



(Signature)