

OFFICE OF THE SUPERINTENDENT

5735 47th Avenue

Contrary to SCTA leaders' assurance that you would abide by Article 25, you did not do so. Article 25.1 requires that the District and SCTA enter into negotiations of a successor agreement no later than 120 days prior to the expiration of this Agreement. SCTA leaders did not abide by this provision of the contract nor its commitment in the December 13, 2018 letter to schedule negotiations dates because to date SCTA leaders have not accepted any of the forty-five (45) dates the District has offered for negotiations.

- ◁ February 20, 2019 letter from SCTA leaders to the District in response to District's February 15 letter requesting to begin negotiations since SCTA had finally *sunshined* its proposals for negotiations:

As set forth in the proposals that we sunshined at the school board meeting on February 7, 2019, we believe meaningful negotiations regarding a successor contract would be more likely to occur after the resolution of the several major issues from our current contract, including but not limited to, the implementation of the agreed-upon salary restructuring, and the addition of resources to the classroom via smaller class sizes and more support staff, as a result of potential

The two issues highlighted by SCTA leaders as needing to be resolved before negotiations can begin are not actually an impediment to beginning negotiations and are nearly resolved (salary restructure) or in the process of being resolved through arbitration (health benefits).

- ◁ March 11, 2019 letter from SCTA leaders to the District in response to District's March 4 letter again asking SCTA to begin negotiations:

premature while two major issues from our previous contract remain unresolved the salary structure and implementation of our agreement to redirect health plan savings to achieve our mutually-

productive at this time, and assure you that SCTA will meet its legal obligations to bargain in good faith.

Again, SCTA leaders claimed that resolution of the salary restructure and health benefits issue were necessary before negotiations could begin. SCTA leaders also again assured the District that it would meet its legal obligation to bargain in good faith, which it still has not done.

- ◁ March 15, 2019 SCTA leadership response to Unfair Practice Charge filed by the District against

◁ March 23, 2019 email from SCTA Executive Director John Borsos to Superintendent Aguilar:

ng for a successor contract will be more productive after the district honors

In this correspondence SCTA leaders add another precondition to beginning negotiations for a successor contract—“remedying [the District’s alleged] unlawful conduct” without describing what unlawful conduct must be remedied.

◁ April 12, 2019 letter from SCTA leaders to the District following SCTA’s one-day strike:

salary restructure consistent with the arbitrator's decision was being discussed between the District and