

PROPOSED MEMORANDUM OF UNDERSTANDING

Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

Extending the 2021-2022 School Year

District Proposal to SCTA May 4, 2022

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively “the Parties,” regarding extending the 2021-2022 school year to make up school days when schools were closed from March 23, 2022 to April 1, 2022.

Now that the parties have reached a new collective bargaining agreement and COVID/Reopening Schools for the 2021-2022 school year, this Agreement is intended to address instructional days and minutes missed from March 23, 2022 to April 1, 2022.

1. Starting on May 12, 2022, and for the four (4) Thursdays (or alternative day, where applicable) that follow (May 19, 26, and June 2, 9, 2022), the typical Thursday schedule that includes a reduced instructional day for collaboration that occurs on those Thursdays will be extended by sixty (60) minutes and each class period will follow the regular instructional schedule (the schedule used on Monday, Tuesday, Wednesday, and Friday). All SCTA unit members are required to work the full day, unless they are on an approved leave of absence for some or all of the day. The collaboration time typically performed during these collaboration Thursdays (or alternative day, where applicable), will be made up consistent with Paragraph 8 of this MOU.
2. The minimum day scheduled for June 16, 2022 will be converted to a regular school (instructional) day and each class period will follow the regular instructional schedule (the schedule used on Monday, Tuesday, Wednesday, and Friday). All SCTA unit members are required to work the full day, unless they are on an approved leave of absence for some or all of the day. The work typically performed during this minimum day will be made up consistent with Paragraph 8 of this MOU.
3. The nonteaching day referenced in section 5.2.1 of the Collective Bargaining Agreement (CBA) that is scheduled for June 17, 2022 will be converted to a ~~floating workday~~ regular school (instructional) day. The hours in the floating workday will be worked at the employee’s discretion anytime from June 13 through June 25, 2022. All SCTA unit members are required to work the full day and provide instruction consistent with the regular instructional schedule, unless they are on an approved leave of absence for some or all of the day. The work typically performed during this day will be made up consistent with Paragraph 8 of this MOU.

4. June 17, 2022 will become a regular school (instructional) day (the schedule used on Monday, Tuesday, Wednesday, and Friday). In addition, June 20, 21, 22, 23, and 24, 2022 will also become regular school (instructional) days (the schedule used on Monday, Tuesday, Wednesday, and Friday); and all SCTA unit members are to report to work for each of these days and these days are considered required workdays for SCTA unit members. The last teacher workday for the 2021-2022 school year shall be June 24, 2022.
5. For those employees on the salary schedules in Appendix A (#s 1-7), the employee work year **for the 2021-22 year only** will be 180 separate workdays with compensation based on the attached salary schedules. For those employees on the salary schedules in Appendix B (#s 8-9), the employee work year **for the 2021-22 year only** will be 175 separate workdays with compensation based on the attached salary schedule. For those employees on the salary schedule in Appendix C (# 10), the employee work year **for the 2021-22 year only** will be 194 separate workdays for school psychologists and 189 separate days for program specialists and school social workers with compensation based on the attached salary schedule. For those employees on the salary schedule in Appendix D (# 11), the employee work year **for the 2021-22 year only** will be 176 separate workdays with compensation based on the attached salary schedule. For those employees on the salary schedule in Appendix E (# 12), the employee work year **for the 2021-22 year only** will be 222 separate workdays with compensation based on the attached salary schedule. For those employees on the salary schedules in Appendix F (#s 13-14), the employee work year **for the 2021-22 year only** will be 188 separate workdays with compensation based on the attached salary schedule. The last work day and the total number of work days for the 2021-2022 school year only for each of the classifications represented by SCTA shall be as follows:

[District and SCTA will need to work on calendar adjustments for those employees who have anything other than a 183-day work year and make corresponding adjustments to paragraph]

The work year for SCTA unit members remains 180 days or the applicable number of work days that apply to an employee's specific position as set forth above. March 23 to April 1, 2022 will be deemed non-workdays for SCTA unit members. Employees who performed work on those days will be compensated at their daily rate for such work, but are still required to report to work on the dates below. For purposes of making up the workdays from March 23 to April 1, 2022, the work year is reduced by three days and the remaining five days will be made up with the addition of five work days on June 20, 21, 22, 23, and 24.

The per diem, hourly, or any other rate paid for purposes of extra duties performed in the 2021-2022 school year shall remain based on a 183-day work year.

6. Employees are required to work each of the days identified in Paragraphs 1 to 4 above, unless they are taking an approved leave of absence pursuant to Article 9.6.1.1 of the CBA, which shall be approved if there is a valid note from a medical provider. Employees are not

permitted to take leave for personal importance under section 9.6.2 of the CBA on any of the days referenced in Paragraphs 1, 2, 3, or 4 unless prior approval is granted to the employee for the leave. No more that 20% of the certificated staff at any school site may be granted approved leaves of absence for any of the dates referenced in this Agreement (June 16, 17, and 20 to 24). In the event more than 20% of the certificated staff request leaves of absence for the dates referenced in this Agreement, leaves shall be approved in order of seniority. 9 of the CBA. In addition, any employee who has a pre-scheduled vacation or significant pre-scheduled event not otherwise covered by Article 9 of the CBA will be able to use PN days or days without pay for each of the days identified in Paragraphs 1, 2, 3, and 4. In the case of those educators who are participating in the Sacramento State University STEM Power Summer Institute attendance at the Institute during instructional time set forth above in Paragraph 4 will be considered release time from their regular work duties and part of the employee's regular work year for the period of June 20 to June 24, 2022.

7. No employee who was absent from work due to the strike from March 23 to April 1, 2022 will receive a pay dock for the days that they were on strike because those days and minutes are being made up as set forth ~~above~~ in this MOU.
8. SCTA unit members remain responsible for engaging in collaborative time and all required year-end related and other job duties, e.g. attending graduation or other required related duties, grading and student progress reporting, finalizing cumulative files and reports, classroom closure, completing overdue special education assessments. [Need to discuss with SCTA the work that various classifications with work year longer than 183-day work year would complete.]
9. Employees who submitted a notice of retirement or resignation with a ~~retirement~~ date of June 17, 2022 will be deemed to be retiring or resigning instead on June 24, 2022 and the District will issue a communication to the employees regarding the new date of retirement or resignation.
10. Except as otherwise provided herein, this agreement does not provide any additional compensation for any employee over and above what an individual may otherwise have earned in the absence of the strike.
11. Because New Tech High School and New Joseph Bonnheim are on different calendars, the ~~parties will negotiate how the instructional days will be scheduled~~ terms of this MOU will apply, but the dates for the make up days will be agreed upon by the District and SCTA.
12. This MOU is contingent upon the District securing sufficient employee coverage for all services required to be provided during regular school days (e.g. paraprofessionals, nutrition services, administrators, custodial, transportation, and others).

13. The District shall not be liable for any state, federal or employment tax or retirement consequences as a result of this Agreement, including but not limited to whether service or compensation shall be credited for retirement. Unit members assume sole liability for all state, federal and employment tax consequences and all retirement consequences flowing from this Agreement. SCTA declares that prior to signing this Agreement they are apprised of relevant data and received independent advice and counsel regarding the state, federal and employment tax consequences and the retirement consequences of this Agreement.
14. This MOU is not precedential and does not establish a past practice.
15. This agreement expires on June 30, 2022.

For the District:

Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:

President
David Fisher

Date: _____