



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meeting Date: October 20, 2011

Subject: 2011-12 Calendar Agreement and Release and related Letter of Agreement between SCUSD and SCTA

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resource Services

Recommendation: Approve 2011-12 Calendar Agreement and Release and related Letter of Agreement between SCUSD and SCTA

Background/Rationale: The Calendar Agreement and Release and related Letter of Agreement (collectively, the Agreement) between the Sacramento City Unified School District (District) and the Sacramento City Teachers' Association (SCTA) resolves all disputes regarding the 2011-12 school year calendar. The Agreement modifies the calendar to reflect that February 13, 2012 is a non-workday, makes changes to the number of shortened school days and the number of minutes in the instructional day, as outlined in the Agreement. SCTA will withdraw all pending grievances and unfair labor practice charges regarding the 2011-12 calendar. The Agreement also provides for an extension of the current collective bargaining agreement, with reopeners as described, between the District and SCTA until June 30, 2014. This Agreement does not require AB 1200 Disclosure of Cost of Agreement (Government Code Section 3547.5).

Financial Considerations: None.

Documents Attached:

1. Calendar Agreement and Release. (Available at the Board meeting)
2. Letter of Agreement (Available at the Board meeting)

Estimated Time of Presentation: N/A

Submitted by: Jess Serna, Chief Human Resources Officer

Approved by: Jonathan Raymond, Superintendent

CALENDAR AGREEMENT AND RELEASE

This Agreement ("Agreement") is made between the Sacramento City Unified School District (hereinafter referred to as "District") and the Sacramento City Teachers' Association ("SCTA"). The District and SCTA are hereinafter sometimes referred to as the "Parties."

RECITALS

- A. SCTA is the exclusive representative of the certificated employee bargaining unit;
- B. A dispute has arisen between the Parties regarding the 2011-12 calendar; and,
- C. The terms of this Agreement are the product of discussions between the Parties and represent a good faith compromise of their respective actual or potential claims/disputes.

NOW, THEREFORE, it is agreed between the District and SCTA as follows:

1. Recitals. The recitals set forth above are true.
2. The Parties agree to the attached 2011-12 calendar with the modifications specified here.
3. Any bargaining unit member who was unable to attend the first two work days of the school year will be allowed to either take Personal Necessity leave for their absence or will be allowed to make up the lost time by attending a District provided professional development activity during non-work hours in the course of the 2011-12 school year.

4. The number of shortened days in Article 5 of the collective bargaining agreement for the 2011-12 school year shall be as follows:

| | |
|--------------------|---------|
| High Schools | 10 days |
| Middle Schools | 4 days |
| Elementary Schools | 12 days |

5. For the 2011-12 school year, there shall be a one (1) minute increase in the daily instructional time at the middle schools and a corresponding increase in the workday.

6. For the 2011-12 school year, teachers in grades 7 and 8 at elementary school sites shall have the same instructional time and workday as teachers in the middle schools.

7. In the event that the District is not in compliance with the State's requirements for minimal instructional time for its students, the District may add sufficient instructional minutes so that it is in compliance with statutory requirements.

8. February 13, 2012 shall be a non-workday for bargaining unit members with no loss in compensation.

9. SCTA shall withdraw with prejudice all pending grievances and unfair practice charges regarding the 2011-12 calendar.

10. The Parties agree that they will extend the collective bargaining agreement to June 30, 2014. For each of the succeeding two (2) years covered by the collective bargaining agreement, each party may reopen two (2) articles.

11. The Parties agree that they will negotiate a calendar for the 2012-13 school year with negotiations beginning no later than February 1, 2012.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

13. No Admission. The Parties enter into this Agreement solely for the purpose of settlement and it shall not constitute, nor shall it be construed as, an admission

by any party of the truth or validity of any claim asserted, or of any obligation, legal or contractual, toward any other party, person, or entity mentioned.

14. Amendments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

15. Other Documents. All Parties agree to cooperate fully in the execution of documents that may be necessary to finalize this Agreement.

16. Attorneys' Fees and Costs. Each party shall bear his/its own attorneys' fees and costs for all such fees and costs incurred prior to the date of the execution of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement.

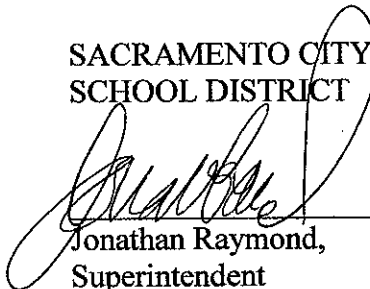
SACRAMENTO CITY TEACHERS
ASSOCIATION



Scott Smith,
President

Dated: October 14, 2011

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT



Jonathan Raymond,
Superintendent

Dated: October, 18, 2011

LETTER OF AGREEMENT
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
SACRAMENTO CITY TEACHERS ASSOCIATION

The 2011-12 Calendar Agreement and Release

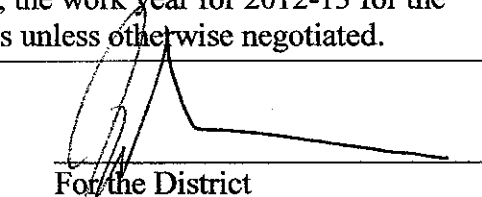
The Sacramento City Unified School District (hereinafter referred to as "District") and the Sacramento City Teachers Association (hereinafter referred to as the "Association") enter into this Agreement to clarify the Calendar Agreement and Release. The District and Association, collectively referred to herein after as "the Parties", hereby agree to the following:

With Feb 13 being designated as a non-workday for the SCTA bargaining unit the work year for 2011-12, the required work year will be reduced to 183 days for a complete school year from 184 days without a corresponding reduction in compensation. For purposes of payroll, the year will be calculated as 184 days in the payroll system of the District and reported to STRS as such. However, the work year for 2012-13 for the bargaining unit will be restored to 184 work days unless otherwise negotiated.



For the Association

10/14/11
Date



For the District

10-17-11
Date



Human Resource Services

Traditional Attendance Calendar

2011 - 2012 School Year

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| SEPTEMBER | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | *6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| OCTOBER | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| NOVEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| DECEMBER | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| JANUARY | | | | | | |
|---------|-----|----|----|----|-----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | *27 | 28 |
| 29 | *30 | 31 | | | | |

| FEBRUARY | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | | | |

| MARCH | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| APRIL | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| MAY | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| JUNE | | | | | | |
|------|----|----|-----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | *13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

- Legend:**
- * Semester Begins and Ends
 - Trimester Begins and Ends
 - School Month Ends
 - RED** School Holidays / Other Days Not in Session
 - 3 Days of Common Planning Time to be Identified by Site
 - GREEN** Elementary Reports/Records 2 Shortened Days
 - Consult Elem Site Calendars for 10 Shortened Days (Parent/Tchr)
 - BLUE SHADE** Faculty Work Days / Student-Free, Non-Instructional Day for Certificated Employees
 - PURPLE** Middle Reports/Records 2 Shortened Days & →
 - PINK SHADE** Middle & High Reports/Records 2 Shortened Days
 - SHADED** High Final Exam 8 Shortened Days
 - YELLOW SHADE** Non-Student, Non-Teacher Work Day

| | |
|-------------------------|-----|
| Full and Shortened Days | 177 |
| Faculty Work Days | 3 |
| Common Planning Time | 3 |
| Total Service Days | 183 |



Human Resource Services

Elementary School Calendar Summary

2011 – 2012 School Year

| | |
|-----------------------------------|---|
| FIRST TRIMESTER | 53 Teaching Days |
| SCHOOLS OPEN | Tuesday, September 6, 2011 |
| Veterans' Day Holiday | Friday, November 11, 2011 |
| Thanksgiving Holidays | Saturday, November 19 through Sunday, November 27, 2011 |
| FIRST TRIMESTER ENDS | Friday, November 18, 2011 |

| | |
|--|---|
| SECOND TRIMESTER | 57 Teaching Days |
| SCHOOLS REOPEN FOR SECOND TRIMESTER | Monday, November 28, 2011 |
| Winter Holidays | Saturday, December 24 through Sunday, January 8, 2012 |
| Martin Luther King, Jr. Day Holiday | Monday, January 16, 2012 |
| Lincoln Day Holiday | Monday, February 13, 2012 |
| Washington Day Holiday | Monday, February 20, 2012 |
| SECOND TRIMESTER ENDS | Friday, March 2, 2012 |

| | |
|---|--|
| THIRD TRIMESTER | 67 Teaching Days |
| SCHOOLS REOPEN FOR THIRD TRIMESTER | Monday, March 5, 2012 |
| Spring Holidays | Saturday, March 31 through Sunday, April 8, 2012 |
| Memorial Holiday | Monday, May 28, 2012 |
| Last Day of Instruction | Wednesday, June 13, 2012 |
| THIRD TRIMESTER ENDS | Wednesday, June 13, 2012 |

| ELEMENTARY SHORTENED DAYS | |
|----------------------------|---|
| Parent-Teacher Conferences | 6 days: October 25 – November 17, 2011 4 days: February 14 – March 1, 2012 |
| Reports and Records | 2 days: November 18, 2011 and March 2, 2012 |

| SUMMARY | |
|---|-----|
| Faculty Work Days | 3 |
| Common Planning Time (Equivalent to 18 Hours) | 3 |
| Shortened Days | 12 |
| Full Days | 165 |
| Total Service Days | 183 |



Human Resource Services

Secondary School Calendar Summary

2011 – 2012 School Year

| | |
|---|---|
| FIRST SEMESTER | 87 Teaching Days |
| SCHOOLS OPEN | Tuesday, September 6, 2011 |
| Veterans' Day Holiday | Friday, November 11, 2011 |
| Thanksgiving Holidays | Saturday, November 19 through Sunday, November 27, 2011 |
| Winter Holidays | Saturday, December 24 through Sunday, January 8, 2012 |
| Martin Luther King, Jr. Day Holiday | Monday, January 16, 2012 |
| FIRST SEMESTER ENDS | Friday, January 27, 2012 |

| | |
|---|--|
| SECOND SEMESTER | 90 Teaching Days |
| SCHOOLS REOPEN FOR SECOND SEMESTER | Monday, January 30, 2012 |
| Lincoln Day Holiday | Monday, February 13, 2012 |
| Washington Day Holiday | Monday, February 20, 2012 |
| Spring Holidays | Saturday, March 31 through Sunday, April 8, 2012 |
| Memorial Day Holiday | Monday, May 28, 2012 |
| Last Day of Instruction | Wednesday, June 13, 2012 |
| SECOND SEMESTER ENDS | Wednesday, June 13, 2012 |

| SHORTENED DAYS | | |
|----------------------|---------------------|---|
| Middle School | Reports and Records | 4 days: November 4, 2011; January 27, 2012; April 13, 2012; and June 13, 2012 |
| High School | Final Examinations | 4 days: January 23, 2012 through January 26, 2012 4 days: June 8, 2012 through June 13, 2012 |
| | Reports and Records | 2 days: November 4, 2011 and January 27, 2012 |

| SUMMARY | Middle School | High School |
|---|---------------|-------------|
| Faculty Work Days | 3 | 3 |
| Common Planning Time (Equivalent to 18 Hours) | 3 | 3 |
| Shortened Days | 4 | 10 |
| Full Days | 173 | 167 |
| Total Service Days | 183 | 183 |

Sacramento City Unified School District

Pupil Progress Reporting Calendar: 2011-2012

Elementary School

| Trimester | Progress Notice Sent by | Report Period Ends | Reports Issued by |
|-----------|-------------------------|--------------------|-------------------|
| First | October 28, 2011 | November 18, 2011 | December 16, 2011 |
| Second | February 10, 2012 | March 2, 2012 | March 23, 2012 |
| Third | May 16, 2012 | June 13, 2012 | June 20, 2012 |

The periods shown above are the dates by which schools must hold parent conferences and/or issue written reports. Additionally, conferences may be held at the discretion of the teacher or principal, or upon request by the parent.

Middle School

*The guiding publication is **Student Progress Reporting Manual for Grades 7-8**, adopted by the Board of Education on November 24, 1985.

| Semester | Notice of Impending Failure Issued by | Report Period Ends | Reports Issued by |
|----------|---------------------------------------|--------------------|-------------------|
| Fall | October 14, 2011 | November 4, 2011 | November 18, 2011 |
| | December 16, 2011 | January 27, 2012 | February 10, 2012 |
| Spring | March 16, 2012 | April 13, 2012 | May 4, 2012 |
| | May 23, 2012 | June 13, 2012 | June 27, 2012 |

High School

*The guiding publication is **Student Progress Reporting Manual for Grades 9-12**, adopted by the Board of Education on June 28, 1982.

| Semester | Notice of Impending Failure Issued by | Report Period Ends | Reports Issued by |
|----------|---------------------------------------|--------------------|-------------------|
| Fall | October 14, 2011 | November 4, 2011 | November 18, 2011 |
| | December 16, 2011 | January 27, 2012 | February 10, 2012 |
| Spring | March 16, 2012 | April 13, 2012 | May 4, 2012 |
| | May 23, 2012 | June 13, 2012 | June 27, 2012 |

Notes to parents may be sent at any time during the school term. If a student is in danger of failing at any grade period, the teacher shall, not less than 15 instructional days before the end of that grading period, issue the **Notice of Impending Failure**.

*Each principal is to be certain that every teacher on the school staff has a copy of the manual, and teachers, students, and parents are aware of the important contents of the manual.