

PROPOSED MEMORANDUM OF UNDERSTANDING

Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

Extending the 2021-2022 School Year

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 absent consistent with Paragraph 6 below. The collaborative time typically performed during these collaboration Thursdays (or alternative day, where applicable), will be made up consistent with Paragraph 6 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 absent consistent with Paragraph 6 below. The work typically performed during this minimum day will be made up consistent with Paragraph 6 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 regular school (instructional) day. All SCTA unit members are required to work the full day, unless they are absent consistent with Paragraph 6 below. The work typically performed during this day will be made up consistent with Paragraph 6 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, consistent with Paragraph 6 below. The last workday for the SCTA bargaining unit for the 2021-22 school year shall be June 24, 2022, unless employees are on a 12-month salary schedule or a school psychologist whose last day shall be June 27, 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 [redacted] separate workdays for school psychologists and [redacted] 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 [redacted] 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 [redacted] separate workdays with compensation based on the attached salary schedule. Consistent with the Successor Contract agreement reached on April 3, 2022, the salary schedules will be increased by 4% across the board. The last teacher workday for the 2021-2022 school year shall be June 24, 2022. The days of the strike, March 23 through April 1, will not be considered workdays.

The work year for SCTA members remains 180 days or the applicable number of work-days that apply to an employee's specific position as set forth above. To address the days that schools were closed from March 23 to April 1, the work year is reduced by three days for the K-12 work schedule (Appendix A). Employees on the other salary schedules shall have the number of workdays reduced commensurate with the employee's specific positions as set forth above.

The per diem, hourly, or any other rate paid for the purpose of extra duties performed in the 2021-22 school year shall be based on the 183-day work year.

6. Employees are required to work each of the days identified in Paragraphs 1, 2, 3, and 4 above, unless they are taking an approved leave of absence pursuant to Article 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 work time.

Bargaining unit members shall inform their administrator in writing by Friday, May 20 of any pre-scheduled PN day, vacation day, or significant event that would prevent an employee from working on any of the days from June 20 through June 24, 2022. The District will also survey parents and legal guardians to determine projected student attendance by grade level and school. Upon receipt of the survey data from staff and parent/legal guardians, the parties will meet in order to maximize supervision and instruction for students, including but not limited to: pre-scheduling additional substitutes, combining classes, adjusting assignments and other agreed-upon responses to make every reasonable effort to meet student learning needs.

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 that work is being made up as set forth above.
8. SCTA unit members remain responsible for engaging in collaborative time and all required year-end related duties, e.g. attending graduation or other required related duties, grading and student progress reporting, finalizing cumulative files and reports, classroom closure.
9. Employees who submitted a notice of retirement or resignation with a retirement or resignation 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/resignation.
10. 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 terms of this MOU will apply, but the dates for the made-up instructional days will be mutually agreed up by the District and SCTA.
11. This MOU is not precedential and does not establish a past practice.
12. This agreement expires on June 30, 2022.

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____

SCTA Counterproposal to SCUSD
May 4, 2022