

PROPOSED MEMORANDUM OF UNDERSTANDING

Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

Extending the 2021-2022 School Year

District Proposal to SCTA April 25, 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 for instruction 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 April 28, 2022, and for the six (6) Thursdays (or alternative day, where applicable) that follow (May 5, 12, 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.
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.
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 done on this nonteaching day will be done at another time between June 13 and 24th, 2022, outside of any instructional time and during times when the school site is otherwise open to staff. There will not be any additional compensation for performing this work typically done on the nonteaching day.

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. 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 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 work days.~~
5. 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 9.6.1.1 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. 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.
6. 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. Any employee who was absent from work due to the strike from March 23 to April 1, 2022 will receive a pay dock of seven days of the eight days that they were on strike which will be reflected in their May paycheck. Employees will not be docked for one of the eight days to reflect their providing instruction and services during

the collaboration time and on the June 16, 2022 minimum day in Paragraphs 1 and 2.
Employees who provide instruction or services on the days specified in Paragraphs 3 and 4
will receive their regular rate of pay for each of the six days worked.

7. 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.
8. 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. 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.~~
9. 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.
10. This MOU is not precedential and does not establish a past practice.
11. This agreement expires on June 30, 2022.

For the District:

For SCTA:

Superintendent
Jorge A. Aguilar

President
David Fisher

Date: _____

Date: _____