

Memorandum of Understanding
August 24, 2021
between
Stockton Teachers Association
and
Stockton Unified School District
regarding
Emergency Vacancy Resolution

Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) recognizing both the conspicuously high number of classroom vacancies and the current shortage of available teachers. The Parties affirm all provisions in, and obligation to comply with, this MOU and the Parties’ Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Whatever is not addressed in this MOU remains as-addressed in the current CBA.

The Parties agree to the following:

1. Scope of Affected Employees

- a. The provisions of this MOU must only be applied to teachers in non-classroom positions, and furthermore only to a specific subset of teachers as definitionally limited by this subsection.
- b. Teachers in positions exempted from the scope of this MOU (including the voluntary and involuntary transfer provisions herein) include the following:
 - i. Positions anchored to special funding (in fact or in typical practice) that functionally tethers their position. At minimum this is understood to include program specialists and the STA president.
 - 1. This provision also includes instructional coaching positions tied to the Early Literacy Grant at seven (7) sites: Hamilton, Pulliam, Roosevelt, Van Buren, Hazelton, Taft, and Taylor.
 - ii. Positions mandated by preexisting Board policy, state regulation, or other imposed mandates (including such mandates requiring skill sets unique to the current practices of a position per 17.3.1 in the CBA). At minimum this is understood to include, but not limited to teacher induction oversight, ethnic studies coordination, student work experience, and responsibility for CALPAD compliance.
 - iii. Non-classroom teachers who have already used the interview-and-select process (i.e., not by “volunteering”) to transfer into Virtual Academy (VA). These teachers are considered already-transferred into a classroom position.
 - iv. The Parties reserve the right to add further exemptions by mutual consent.



- c. Once the Voluntary Selection and Involuntary Selection processes of this MOU have been conducted, vacancies must no longer be filled using the provisions of this MOU. Thus, any remaining vacancies and any new vacancies this school year must only be addressed without reference to this MOU.

2. Voluntary Selection

- a. Transfer provisions per this section must be offered by seniority (highest first).
 - i. Any teachers who have previously volunteered into VA must be offered the 2.a.i option as part of the seniority sequencing used for this section. Before seniority-based selection begins, the District must first reserve a VA position of the volunteer's initially-indicated preference. Once that teacher is reached in the seniority sequence, the teacher may retain it or choose from the options below in 2.b.
- b. First, all unit members affected by the scope of this MOU have the right, by seniority, to either:
 - i. Voluntarily transfer into a vacant in-person classroom position of their choosing.
 - ii. Voluntarily transfer into a vacant VA position of their choosing (including the option for 2.c.i below).
 - iii. Decline the above options.
- c. Second, VA teachers have the right by seniority to either:
 - i. Take on a double-schedule of two identical-assignments (same grade-level), using two synchronous daily windows (e.g. morning and afternoon). The two assignments must be the same without exceptions. SDC/RSP are excluded from this option because of caseload implications.
 - ii. Decline the above option.

3. Involuntary Selection

- a. This section must only apply to fill a vacancy after Voluntary Selection (per section 2 of this MOU) and collapsing/rebalancing have each failed to fill the vacancy.
- b. Transfers per this section must be conducted by seniority (lowest first) from among non-classroom unit members within the scope of this MOU.
- c. Sequence:
 - i. First, SDC/RSP is to be filled from available qualified candidates.
 - ii. Second, remaining vacant VA positions.
 - iii. Third, remaining vacant single-subject positions (middle/high).
 - iv. Fourth, remaining vacant in-person elementary positions.

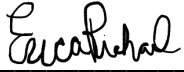


4. Wages and Movement Support


- a. Any teacher taking on a double schedule (2.b.i) must be compensated at the substitute rate corresponding with the number of instructional days the teacher is responsible for the second class, i.e. the ranges of article section 22.9 in the CBA (short term as 1-5 days, long-term as 6-18 days, and extended terms as 19+ days). For extended-term, a double schedule per 2.b.i of this MOU must be compensated at the Column 1A rate of the salary schedule rather than the teacher’s step and column placement.
- b. Any teacher transferring through the provisions of this MOU must experience no loss of pay for the 21-22 school year. (The teacher must, at minimum, retain their pre-transfer salary for the school year.)
- c. Any teacher transferring through the provisions of this MOU (also including any non-classroom unit members who had already volunteered to apply to VA) have return rights to their previous site and position for the following school year.
- d. Teachers will have the following three options for transition via the provisions of this MOU:
 - i. Two (2) transition days
 - ii. One (1) transitional day and compensation for one (1) day at the current sub pay rate
 - iii. Compensation for two (2) days at the current sub pay rate
- e. All positions filled through the provisions of this MOU must remain advertised as still-available for application and filling by the District. Upon being filled, the originally-transferred member has rights to resume their previous position immediately. This back-filling provision is subject to the same seniority sequencing as 2.b, such that the transferred unit members are offered this return option by seniority sequence (highest first).
- f. Grant-related instructional coaches (as mentioned in 1.b.i.1) must be immediately reassigned to their original instructional coaching positions at each of their grant-respective sites as illustrated in 1.b.i.1 and not have any form of transfer or reassignment imposed upon them for the remainder of the current school year.

The terms and provisions of this MOU set no precedents and are implemented only for the 2021-22 school year or until modified by mutual agreement between the District and the Association. Each of the Parties reserves the right to negotiate any additional impacts.

FOR THE ASSOCIATION:


 08 / 24 / 2021

Erica Richard, Bargaining Chair


 08 / 24 / 2021

Felice Bryson-Perez, STA President

FOR THE DISTRICT:

 08 / 24 / 2021

John Ramirez Jr., Superintendent

 08 / 24 / 2021

Nancy Lane, Interim Asst. Supt. H.R.

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