

Memorandum of Understanding for
The 2021 Summer Learning Academy
Between Stockton Unified School District
and Stockton Teacher Association
May 13, 2021

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding implementing a Summer Learning Academy during the summer of 2021. The Parties recognize students’ increased need for social-emotional learning, credit recovery, and the broad resolution of unfinished academic learning, each of which bear heightened intensity in the wake of the various social, economic, and educational impacts of the COVID-19 pandemic. As such, this Summer Learning Academy seeks to provide elevated and comprehensive support across the needs experienced by students and their families.

Safety Conditions and Work Issues Related to COVID-19

1. The District will comply with the safety requirements required by state and federal laws, and shall adhere at minimum to applicable COVID-19 guidelines issued by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), the California Department of Education (“CDE”), the California Department of Industrial Relations, Division of Occupational Safety and Health (“Cal/OSHA”), and the San Joaquin County Office of Education, all in accordance with San Joaquin County Public Health Department (“SJCPHD”) localization of these requirements to our county, including the document titled *COVID-19 Industry Guidance: Schools and School Based Programs*.
2. In the interest of protecting community and workplace health, any employees shall have the right, without retaliation, to bring to the District’s attention any working condition which they believe unreasonably presents a risk to health or safety by notifying their supervisor and or in writing of such condition and the basis therefore. The supervisor shall, within two working days, respond in writing to the employee, with simultaneous copy to STA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints, or to bring a grievance for violation of this MOU.
3. The District, pursuant Labor Code Section 6409.6, and COVID-19 Infection Prevention Requirements (AB685), will provide STA with notice should it learn of a confirmed COVID-19 infection of an employee or student and at which campus or work site the infection was found or suspected. The Parties understand this notification is subject to guidance by public health officials, as well as confidentiality rights. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more, cumulative in a 24-hour period) of an



infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.

COVID Mitigations and At-Increased-Risk Employees

4. Employees belonging to populations deemed by the State under current and SJCPHD and CDC guidelines as uniquely vulnerable to the effects of COVID-19 shall be allowed to self-quarantine by accessing SB95 Supplemental Paid Sick Leave, and as necessary, to engage in an interactive dialogue with Risk Management to access the availability of reasonable accommodations based on documented medical needs. Similarly, those employees with medical proof of susceptibility to COVID-19, or those employees who have medically vulnerable individuals in their household under current CDC or SJCPHD guidelines, shall be allowed to self-quarantine and access SB95 Supplemental Paid leave, as well as leaves set forth in the Parties' collective bargaining agreement ("CBA") in order for the employee to remain in paid status when possible. Vulnerability to COVID-19 shall be determined by the employee's physician in accordance with SJCPHD and CDC guidelines and may be subject to verification by Risk Management. Prior to exhaustion of all available leaves, the District shall meet with the affected employee and, where practicable, offer light duty assignments to allow employees to work from a safe work location or at home at the expiration of their leaves, retaining all rights and benefits under the CBA.

The parties recognize that SB95 entitles employees to up to ten (10) days of Emergency Paid Sick Leave, from January 1, 2021 through September 30, 2021. Leaves under this law may be used intermittently for the following reasons:

- A. The employee is subject to a quarantine or isolation period related to COVID-19 ordered by a government official; or
 - B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
 - C. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19; or
 - D. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework or
 - E. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis or
 - F. The employee is caring for a family member subject to quarantine either due to government order or medical advice; or
 - G. The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
5. All District facilities shall continue to be sanitized according to state and county agency regulations, including full compliance with Cal-OSHA guidelines, and inclusive of all existing and freshly-updated regulations regarding COVID mitigation. Pertinent elements of SB98 (e.g., pertaining to sanitization, COVID mitigation, etc.) shall likewise be attended to.
 - a. The parties recognize that District health protections revolve centrally around social distancing, masking, custodial deep cleaning, HVAC air double-scrubbing (via universally-installed ionizers and MERV13 filters), and the non-sharing of most touched materials



- and surfaces.
- b. For those materials and surfaces that cannot avoid being “shared” (e.g., desks used by several class periods over the day, CTE tools, certain PE equipment, etc.), teachers are only expected to ensure or conduct the minimum level of cleaning needed.
 - c. While teacher and student procedures can each play a part in this limited cleaning, students are not to use or have access to restricted chemical-containing materials.
6. All District safety practices shall be governed by:
- a. Each school’s site safety plan: <https://www.stocktonusd.net/Page/15554> **[Note: bell scheduling may deviate from site plans since schedules may be uniform District-wide.]**
 - b. The District’s COVID-19 Prevention Program: <https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/covid%2019%20prevention%20program.pdf>
 - c. CDPH’s COVID-19 School Guidance Checklist: https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/COVID19_School_Guidance_Checklist_032321%20v2.pdf
 - d. Preschool-specific guidance: <https://files.covid19.ca.gov/pdf/guidance-childcare--en.pdf>
7. Preparation days
- a. Intent is to do Professional Development (“PD”) virtually June 1st - June 2nd for remote experience by participating teachers, while also recording the PDs for asynchronous remote experience by teachers participating in future sessions (e.g., the July session).
 - b. General PD and preparation to be compensated as 5 hours, understood as a combination of PD time, room-prep time, and other prep time.
 - c. Assignment-specific compensation shall be another 5 hours per assignment or course type done by the teacher. For this purpose, the following are each an “assignment or course type”:
 - i. Any K-8 assignment
 - ii. Any Ed Specialist assignment
 - iii. Participating in EL or Migrant Summer Learning Academy
 - iv. ESY
 - v. Any high school course type taught for June and/or July.

Example 1: *A high school teacher teaching two sections per day of Algebra I during June, then two more sections of Algebra I in July, receives 5 hours of course preparation pay as this is only one course prep. However, teaching a single section of Algebra I during June and a single section of Geometry in July would be 10 hours of assignment-specific preparation, as this is two course preps.*

Example 2: *A K-8 or ESY teacher also teaching Migrant SLA would be 10 hours of assignment-specific preparation, as this is two assignment preps.*

8. Class size (all grade levels)

- a. Each class section will be either in-person or virtual (distance learning), never combined/hybrid.
- b. Maximum 15 students for each in-person class section
- c. Maximum 15 students for each virtual (distance learning) class section
- d. Teachers who support student learning in multiple sections may work both with students who are participating virtually and students who are in person.

9. Secondary School Offerings

- a. Calendar: 2 sessions
 - i. June session (3-30): 20 days
 - ii. July session (1-23): 16 days, credit recovery focus
- b. Bell schedules:
 - i. 8:00am - 12:00pm (in-person instruction)
 - ii. 12:30pm - 4:30pm (in-person instruction)
 - iii. 5:00pm - 8:00pm (virtual DL taught remotely), mostly APEX & Cyber High
- c. Credit recovery, core classes, and enhancement/extension (CTE, electives, etc.)
- d. Adult Ed to be 100% virtual, following historic design (3.25 hours per daily session with calendar being June 1-25) while otherwise in alignment with secondary-offering scheduling (see 13.e.iv).

10. Primary School Offerings

- a. Calendar: June session (3-30, M-F): 20 days → 8:00am - 12:00 noon
- b. Daily schedule (**teacher instructional time**):
 - 7:30 Breakfast
 - 8:00- 9:30 Instruction**
 - 9:30 – 10:00 Physical activity**
 - 10:00- 12:00 Instruction**
 - 12:00 – 12:30 Lunch grab and Go
 - 12:30 – 4:30 ASP enrichment
- c. Summer Bridge (Incoming Kinder / Transitional Kinder)
 - i. Single 5-day Monday-to-Friday session
 - ii. Calendar: Monday July 19, 2021 through Friday July 23, 2021
 - iii. 8:00 AM to 11:00 AM
 - iv. One-hour remote orientation for teachers
 1. Compensated for one hour, once only
 2. Two date options to attend: one date TBD during first week of June and one date TBD during the week before Summer Bridge

11. Curriculum

- a. Standard Curriculum ELA Math instruction (e.g. SAVVAS)
- b. i-Ready, Ready Math, Benchmark
- c. SEL (Social-Emotional Learning)



- d. Cyber High, APEX (or School For Adults digital alternatives, *e.g.* Edgenuity)
- e. District to provide other content options.
- f. Sites determine program options to offer based on data driven student needs.

12. Hiring Criteria

- a. Teacher interest initially solicited at sites (principal puts notice out) by assignment grade level or subject/content, as well as including availability for in-person assignments vs virtual assignments (taught from on-site) vs virtual assignments (taught remotely).
- b. Student/family interest creates position slots (HS by course, elem by grade level).
- c. Enroll students and hire teachers for assignments. Teachers may newly indicate availability and interest as assignment-needs are determined.
- d. As long as any assignments remain unfilled, all applying teachers will have the opportunity for an assignment if the teacher is so qualified.
- e. Each site's Summer Learning Academy assignment slots will be staffed first by qualified/applying teachers at the site. Remaining slots may then be staffed by qualified/applying teachers not from the site. If the number of qualified applying staff is higher at any site than the number of assignments, the surplus teachers with least seniority will be offered such assignment(s) at one or more other sites.
- f. Seniority shall be used as criterion only after first accounting for teachers already being staffed at the site in question.

13. Compensation and time

- a. Pay for the Summer Learning Academy shall be in accordance with the STA Expanded Learning Opportunities Hourly Salary Schedule (**Attachment B**). This salary schedule is due to the current conditions of the COVID-19 pandemic and applies only to June-July of 2021 and only for the programs and positions addressed by this MOU. While ESY (currently scheduled to occur this summer at Madison, Marshall, Hoover, and Harrison) is a distinct program separate from Summer Learning Academy, this pay scale shall also apply to summer 2021 ESY teachers.
- b. Payment shall parallel normal timesheet timelines.
- c. Elementary program work time:
 - i. Starts fifteen (15) minutes before instructional minutes, and
 - ii. Ends forty-five (45) minutes after instructional minutes, with thirty (30) of those minutes explicitly considered to be a preparation period.
 - iii. This is mutually understood to account for standard practice of "15 minute before and after" as well as a half hour of scheduled prep time. This pays the teacher five hours, with one hour as non-instructional and four as instructional.
- d. High school in-person work time:
 - i. Starts fifteen (15) minutes before instructional minutes, and
 - ii. Ends fifteen (15) minutes after instructional minutes, and




- iii. Also includes thirty (30) minutes of paid prep time per daily section (morning and/or afternoon). This prep time is understood to be asynchronous and remote.

Intent: A high school teacher with one session (AM or PM) nets five (5) hours per day. A teacher working both sessions (AM and PM) nets nine and a half (9.5) hours per day with only one set of 15 minute brackets, but two 30 minute preps.

- e. High school evening Distance Learning work time:
 - i. Three consecutive hours in the evening (5:00pm - 8:00pm)
 - ii. Teacher to be available “live” for the three hour block to assist and respond to students as pertinent to their assignment.
 - iii. There is no expectation of teacher availability, accessibility, or labor outside this three-hour window. There is likewise no expectation of teacher preparation or before/after minutes attached to this shift.
 - iv. Adult Ed shall follow the above format (13.e.i-iii), but at 3.25 hours per daily session rather than 3 hours. At District discretion (and in consideration of staffing availability and student scheduling preferences), Adult Ed may offer any of its sessions beginning at 8:00am, and/or 12:30pm, and/or 5:00pm.

f. Sick Leave

Teaching in the Summer Learning Academy shall not cause participating teachers to accrue sick days. However, when absent for any shift, teachers may choose to either forfeit their timesheet hours for the shift that day or to receive the shift’s pay by consuming a sick day for the missed shift.

In practice, a teacher absent from a day containing two shifts (i.e. high school AM and PM) could use zero sick days and receive no pay, or use one (1) sick day and receive the pay of one shift, or use two (2) sick days and receive the full pay of both shifts. Similarly, a teacher absent from only one shift that day (but present for the other) could either use a single sick day (to ensure a full day’s pay) or use no sick day and forfeit only the pay of the missed shift.

14. Job Sharing

Any combination of two qualified teachers shall have the option to job-share SLA assignments by collaboratively pre-agreeing in writing about days (e.g., by days of the week, by entire weeks, etc.), hours/duties, paid hours, etc. as with past practice for school-year job-sharing.

15. Ed Specialist Support in General Education Classrooms

- a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in all SLA classrooms in which any students are identified to receive targeted intervention based on benchmark-identified needs (based on iReady assessments, curriculum based assessments, and/or educator discretion). Ed Specialist daily schedules



shall accordingly mirror that of classroom teachers, with the Ed Specialist collaboratively serving students for the session's duration (20 days for K-8, up to 36 days for high school). This shall not be construed to preclude Ed Specialists from job-sharing.

- b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction for any students who historically struggle academically, as well as those who experienced significant learning loss and/or experienced chronic absenteeism during the time spent in Distance Learning.
- c. **Under no circumstance shall Ed Specialists be required or expected to deliver SAI minutes as per student's IEP, nor to complete case management paperwork.**
- d. For Summer Learning Academy, teachers are to expect the inclusion of students who normally attend SDC but do not qualify for ESY this summer. Such students shall be served through exposure to typically-developing peers and grade level curriculum accordingly. Upon a student's enrollment, teachers shall be alerted to any student's pertinent IEP accommodations that may best support the student in the Summer Learning Academy setting, with General Education teachers, administration, and Ed Specialists (as available) collaborating on implementation.

16. Adjunct Programs

- a. EL and Migrant Ed Summer Learning Academies

Teacher compensation shall parallel the hourly rate approach used for Summer Learning Academy. See **Attachment A** for all other details.

- b. Summer Bridge

Any Summer Bridge teacher must be teaching at one of the following grade levels:

1. Transitional Kindergarten, Kindergarten or 1st Grade (TK/K/1). If no teacher currently teaching TK/K/1 at the site indicates interest in participating in Summer Bridge, then the position is open:
 - a. First, to any teacher at the site with prior experience teaching TK/K/1;
 - b. Second, to any teacher currently teaching TK/K/1 at another District site;
 - c. Third, to any teacher at another District site with prior experience teaching TK/K/1;
2. Teachers can also share the assignment and split the duties/pay.
3. One preschool teacher will be assigned to each bridge classroom for support/collaboration/articulation.

Bridge occurs during the final days of summer leading up to the start of the Fall school year. The program this summer shall follow historic programmatic norms, except that it shall also receive the general provisions of this MOU (safety protocols, pay according to a preschool portion on the STA ELO salary schedule, funding source flexibility, etc.).



All components of the current CBA not addressed by the terms of this MOU shall remain in full effect. This MOU is being entered into solely under the context of summer 2021 and circumstances created by the COVID-19 pandemic, sets no precedents, enacts its provisions only for the purposes of the 2021 Summer Learning Academy, and shall be extended or modified only by mutual written agreement. The Parties reserve the right to negotiate further conditions that may arise impacting this summer program.

For the Association



05 / 26 / 2021

Erica Richard, Bargaining Chair



05 / 20 / 2021

Felice Bryson-Perez, STA President

For the District



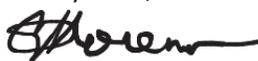
05 / 28 / 2021

John Ramirez Jr., Interim Superintendent



05 / 22 / 2021

Nancy Lane, Director of Cert. Personnel



05 / 25 / 2021

Claudia Moreno, Director of Labor Relations

Attachment A

EL Summer Learning Academy (Title III funded)

Target Schools	Schools that can recruit the 10-15 students per teacher
Focus	ELD
Dates	June 3 rd – June 30 th
Hours	12:30pm to 2:30pm
Days	Monday through Friday (minimum of 3 days a week and set schedule must be submitted to LDO)
Students	10-15 students
Grade Spans	No more than 2 grade levels
Attendance	Take attendance in Synergy under the EL Program
Curriculum	San Diego County Office of Education Units of Study and Rosetta Stone for Newcomer students 3 rd – 12 th grade
Assessment	ELPAC practice test
Teacher PD	June 1 st – June 2 nd
Teacher Supports	Google classrooms have been created
Timesheets	Will be submitted on June 30 th via google folder to LDO

Migrant Summer Learning Academy (MEP Funded)

Target Schools	Elementary: Montezuma, King, Washington, Henry, Filmore, Elmwood, McKinley, Fremont High School: Edison, Franklin
Focus	ELA/ELD, Math
Dates	June 3 rd – June 30 th
Hours	12:30pm to 2:30pm
Days	Monday through Friday (must be scheduled for everyday)
Students	10 Students
Grade Spans	Various
Attendance	Take attendance in Synergy under the EL Program
Curriculum	San Diego County Office of Education Units of Study
Assessment	Smarter Balance Performance Writing Rubric for 3-11 grade
Teacher PD	June 1 st – June 2 nd
Teacher Supports	Google classrooms have been created
Timesheets	Will be submitted on June 30 th via google folder to LDO

Attachment B

STOCKTON TEACHERS ASSOCIATION
Expanded Learning Opportunities Hourly Salary Schedule
 June - July Summer of 2021 ONLY

Teaching Experience	CLASS A BA (Hourly)	CLASS B BA + 15 (Hourly)	CLASS C BA + 30 or MA (Hourly)	CLASS D BA + 45 or MA + 15 (Hourly)	CLASS E BA + 60 or MA + 30 (Hourly)	CLASS F BA + 75 Including MA, Ph.D or Ed.D (Hourly)
01-05 YEARS	48.88	50.06	51.35	52.41	54.49	55.68
06-10 YEARS	52.29	53.36	54.49	55.68	56.71	57.94
11 YEARS	54.49	55.68	56.71	57.94	59.12	60.09
12+ YEARS	54.49	55.68	56.71	59.02	60.26	61.21

	Substitute Teachers
Hourly	\$40.75

	Preschool Teachers
Hourly	\$42.50

Rev: May 13, 2021

**This salary schedule is due to the current conditions of the COVID-19 pandemic and applies only to June-July of 2021 and only for the programs and positions addressed by the 2021 Summer Learning Academy MOU.*