

**Memorandum of Understanding
Tentative Agreement Regarding
Elementary & Secondary SLA
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional Summer Learning Academy (“SLA”) at Elementary and Secondary Schools for the 2022-2023 school year.

The parties agree to the following:

- 1) SLA will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District/Site via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.

All comprehensive secondary sites will host SLA.
Non-comprehensive secondary sites may also host SLA by opting in.
Elementary sites host SLA by opting in.

2) Schedule

- a. For secondary-site programs, teacher hours will be in accordance with Article 6.6. Student hours will be scheduled for up to three daily sessions:
Morning session: 8:00am to 12:00pm (teaching hours 7:45am to 12:15pm)
Afternoon session: 12:30pm to 4:30pm (teaching hours 12:15pm to 4:45pm)
Remote virtual session: 5:00pm to 8:00pm (teaching hours 4:45pm to 8:15pm)
Teachers shall additionally be compensated for 30 minutes of preparation time per day, per secondary-site SLA shift.

Teachers must only teach a maximum of two shifts. For any teacher who works two of the above session-shifts when the shifts are immediately consecutive, the District/Site shall also ensure a 30-minute lunch break. (This means a morning and afternoon session is only 9.5 compensated hours, not 10; similarly, a teacher working afternoon and evening-remote shifts is released for lunch between 4:30 and 5:00pm, and is compensated at only 8.5 hours rather than 9. However, morning and evening-remote shifts combined still equates to 9 total hours.)

- b. For elementary-site programs, student hours will be 8:00 am to 12:30 pm (with teaching hours being 7:45 am to 12:45 pm per **Article 6.6**). Teachers shall be compensated for (5) hours per day (includes 15 minutes before and after). This assignment is considered a single shift.

Note: Teachers working at an elementary SLA have the option to apply for additionally working a secondary evening-remote shift if credentialing allows.

- c. Elementary orientation and preparation: Elementary-site programs shall include 10 (ten) compensated hours before the summer program starts, without students, scheduled reasonably at site discretion. These hours shall include at least 6 (six) hours of teacher in-room preparation time, with up to 4 (four) hours consisting of professional development and/or meetings.
- 3) Class size for SLA must be no more than 20 to 1 at the elementary level (with 20 as a hard cap), and 32 to 1 at secondary level (with 32 as a hard cap).
- 4) SLA teacher salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G) SLA teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- 5) Teachers shall not be required to teach SLA. Participation in SLA is optional for teachers.
- 6) SLA teachers shall be given preference for the SLA teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter. If a sufficient number of current SLA teachers are not available to teach at any given SLA site, that site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at the appropriate level/subject/assignment provided they hold the appropriate credential pertinent to the teaching assignment.
- 7) SPED/RSP support
 - a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in SLA classrooms in which students are identified to receive targeted intervention. Any such Ed Specialist daily schedules shall accordingly mirror that of classroom teachers (same hours, single site), except when the assignment is posted as being on a consulting and/or itinerant basis with hours and/or site(s) explicitly differing from classroom teacher assignments.
 - b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction. All such Ed Specialist support for students may also include those who have historically struggled academically, as well as those who experienced significant learning loss and/or chronic absenteeism.
 - c. Under no circumstance shall SLA Ed Specialists be required or expected to deliver SAI minutes as per a student's IEP, nor to complete case management duties. However, upon a student's enrollment, the student's classroom teacher(s) and any relevant Ed Specialist(s) shall be alerted to the student's pertinent IEP accommodations that may best support the student in the SLA setting. This is to equip general education teachers, administration, and Ed Specialists (as available) to collaborate on best practices for student accommodations and/or differentiation.
- 8) The District/site shall make every effort to notify selected SLA teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District/site must provide SLA teachers with their SLA notice of assignment by the last teacher work day of the normal school year.

- 9) The District/site reserves the right to determine staffing needs of SLA teachers based on enrollment figures and to adjust staffing based on enrollment.
- 10) A change in assignment shall be agreed upon and between site leader and teacher.
- 11) The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 12) One (1) day of SLA sick leave shall be granted to each SLA teacher per shift. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular per-diem employment sick leave. Each site is responsible for classroom coverage if a teacher is unable to perform teaching duties as planned.
- 13) At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave per shift earned during the current summer session. Payment for the one (1) day of unused summer session sick leave per shift will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day per shift accumulates in accordance with contract language.
- 14) The following leaves do not apply and cannot be used during summer school:
 - (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
 - (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.


This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 13**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 13**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

Date of tentative agreement: 03 / 28 / 2023

For the Association:

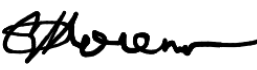

03 / 30 / 2023

Felice Bryson-Perez, STA President



03 / 30 / 2023

Erica Richard, STA negotiations chair

For the District:


03 / 30 / 2023

Claudia Moreno, Interim Dir. Labor Relations


03 / 30 / 2023

Wendy DeSimone, Interim Asst. Supt. HR

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The document has been completed.