

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: August 19, 2021

Subject: Approve Memorandum of Understanding (MOU) with United

Board of Education Executive Summary

Legal Department

Memorandum of Understanding (MOU) with United Professional Educators
Successor Collective Bargaining Agreement
August 19, 2021



I. Overview/HiHi8478GEdGHis. P n. BIsIsG Dp) 476 menscn/GS2CTW 91JEMCP AID 2DCSts Ccn00V 92
analysis between the current SE certificated employee salary schedule and the
current PE salary schedule . . . Should the salary structure comparison reveal a
for less inequity, the District and PE agree that the salary language in Article
will be reopened to make changes to the PE salary schedule for the
school year and reevaluated for successor contract negotiations

Article 9 – Promotion, Assignment, Vacancies, and Transfer

- o Involuntary Lateral Transfers: “The Superintendent may make involuntary lateral transfers as needed for the operation of a department or school site . . .

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II. Driving Governance:

The Education Code and Government Code recognizes that collective bargaining agreements are legally binding, bilateral agreements.

Government Code 3540 provides in relevant part:

It is the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the public school systems

B. The Parties agree to add the following as a new Article or other appropriate article number, with the placement to be determined by the Editors:

Renewal/Non-Renewal Provisions

- 6.1. Unit members with no contractual position in a school district within the District may be released from their contractual position to another administrative position or a teaching position, consistent with their credentials and seniority pursuant to Education Code section 44951. Unit Members who are released and reassigned pursuant to this section shall be notified of their new assignment prior to the end of the school year. If the employee to be released/reassigned, the District will give the employee, or his/her request a written statement of the reasons for the release/reassignment.
- 6.2. Unit members with less than ten years of service in a district within the District may be released from employment with the District, consistent with Education Code section 44929.21, subject to the other provisions of Article 6.
- 6.3. An employee who receives a negative performance evaluation in any year of the CBA shall be placed on a plan with the following school year. The plan will include the specific recommendations for improvement(s) that the supervisor believes are necessary. The plan will include specific dates for the employee and supervisor to meet and discuss progress toward meeting the recommendations.
- 6.4. The supervisor will submit recommendations for contract renewal/non-renewal to the Human Resources Office.
- 6.5. Absent a situation involving a grievance, a contract member, including probationary employees, shall be reassigned without prior written notice to the employee and a meeting between the employee and his/her supervisor.
- 6.6. If the reason for the release/reassignment is a change of administrative position, the administrator must have received an evaluation of their performance not more than sixty (60) days prior to receiving written notice of the release and reassignment to a teaching position. The administrator must also provide, and be provided, a written reason for the release and reassignment.
- 6.7. Notwithstanding any other provision of the collective agreement, the parties recognize the discretionary right of the Superintendent to assign, transfer, promote, demote or not renew bargaining unit members consistent with the Education Code and this contract.

- C. The Parties agree to add the following language to Article 7, section 2.1.3, to replace the current language regarding longevty and to include add the language to the current language as follows:

2.1.3 Commencing with the 2017-2018 school year, all years in which a UPE Unit Member including years in classified, certificated, and management positions, shall qualify towards the calculation of longevity steps.

- D. The Parties agree to make the following proposed revisions to Article 7, section 2.1.3 of the language within the article to be determined by the Parties.

Proposed Revisions to Article 7

On or before December 31, 2021, the District shall have a salary structure comparison analysis but not later than the current SCA certification cycle, the salary schedule and the current UPE salary schedule to determine if there is a 5% or less differential between SCA unit members and UPE unit members and present the findings of the analysis to the District and UPE for review and consideration by no later than January 31, 2022. Should the salary structure comparison analysis reveal a 5% or less inequity, the District and UPE agree that the salary language in Article 7 will be reopened to make changes to the UPE salary schedule for the 2021-2022 school year and be reevaluated for successive contract negotiations in the 2022-2023 school years. The District and UPE further agree that Article 7 may also be reopened by either party in the 2021-2022 school year in the event of a bargaining unit or in a successor agreement salary increase for the 2021-2022 school year.

- E. The Parties agree to the following language regarding health and welfare benefits, as described below:

The District and UPE agree that the health and welfare benefits language in Article 2 will be reopened for the 2021-2022 school year in the event the District enters an agreement with all other labor partners to make changes to the District's health and welfare contribution and/or provider of health benefits.

- F. The Parties agree to revise Article 7 to include and incorporate proposed additional language, with placement of the language within the article to be determined by the District and UPE.

Any UPE Unit Member who is required by their supervisor to work on a non-calendar day by the District may, during the same school year, exchange one or more days to account for the work performed on the non-calendar (work) day(s). The exchanged time will be full workdays and cannot be taken in hourly increments. UPE's calendar must be used in the exchange process. If they are unable to do so, the calendar for the year to year. The day(s) to be exchanged must be identified by the UPE Unit Member and approved by their supervisor and resolution from a bargaining agreement by the parties.

District and UPE shall meet to discuss the summer school/ESF rate and the summer school program in the school year.

I. Effective Date. The Agreement shall become effective upon approval by UPE and the District, as evidenced by the signature of the UPE and District representatives by ratification of the UPE unit members and the District Board of Education.

J. Technical Changes. The Parties agree to work together to review the index and Appendix and make any necessary changes to the CBA Index and Appendix to reflect agreements, including updating cross references to articles unless otherwise specified.

K. Changes in CBA. With the exception of no changes to the CBA, the District shall not make any changes to the CBA language without the consent of the UPE.

For Sacramento City Unified School District

For United Professional Employees



Jorge Aguilar, Superintendent

Judy Palma, District Representative

Sacramento, California

UPE Exchange Contract

Name: _____

Date: _____

Exchange:

(Work dates) _____

For: _____

(Employee or _____)

Employee Signature _____

Supervisor Signature _____

These _____

accumulate _____

Unit Member _____

Submit completed _____