# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

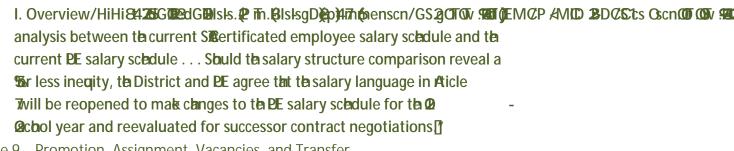
Meeting Date : August 19, 2021

<u>Subject</u>: Approve M emorandum of Understanding (MOU) with United

# **Board of Education Executive Summary**

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



Article 9 – Promotion, Assignment, Vacancies, and Transfer

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

# **Board of Education Executive Summary**

### Legal Department

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



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

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6.1-	Unit montons with and the main way with the and the stary of your for streets on				
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	another administrance with the new providence of the second s				
	consistante with their credersistive leve ien in in the provident For Haricoully down with un				
	44951. Unit Members who are released and reassigned oursuant 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 Elsarbord will be a the employee, me				
	his her arready and its and the reasons for the reasons for the reasons for the reasons in the r				
6.2	Unit members with tests ประกาศจากรอบหนู่การแรงสายและเล่าสายแกรงร่าง รูกการสารสารสารสารสารสาร				
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	Education Code section 44923(27, suggest to the other provisions of Adviete (				
62	. A namphaya whe consists a rage is to retain a real with the real to real to real to real the real to real to real the real to read to real to real to real to real				
Q, 3=	CBA shall je i stavley, with the structure of the structu				
	for the following school year. The plan will include the spacetic recommendation				
	for improvement(3) that the same piese tolic was to needes the plane with				
	include specific dates for the complexes and superinsed as a most and include				
	progress loward meeting at the recommendations for another the				
6.4.	The same rike with a date their recommendation for the Constraint of the same				
	contract tene was non-tene				
	Resources Office:-				
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<b>6.5</b> :).	Abrestotismiticanismonicing and interview and suppressive and supervised and the second statement of t				
	inertime interaction and the interaction of the in				
	the employee and his/her supervisor				
	une is dinoyer of an and an que and one.				
6.6	If the reason for the relative interesting and interesting and a stranged on the second strange and				
	atministrator must have received an evaluation of their performance not more				
	than sixty (62) days prior to receiving written notice of Bid or his conterront.				
	reassignment to a teaching position: The advictistration mould supervise of addition				
	be provided, a written reason for the release and a seriemon ment				
6.7.	Notwithstanding any other precision of the other generativity divided in the other second				
	recognize the discretionary right of the Superintendent density agricus Counter,				
	recognize the discretionary right beine superintentant deasting distribution,				
	promote; demote or not renew bargaining, with memory convision with the				

- C. The Parties agree to add the following language to Article 7, section 2.1.3, to replace the current language regarding longesity, particular built contract anguage relation of the particular of the particula
  - 2.1.3 Commencing with the 2017-2016 school : \_\_\_\_li, an veries or iscrive? in the 2017-2016 school : \_\_\_\_li, an veries or iscrive? in the contract of the cont
- D. The Parties agree to make the following ramonary situation is drive which are and a second second

### Proposed Revis<del>ions to Article 7</del>

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E. The Parties agree to the failtoning languages agenting managering printing with a little to the to the total and and we have been first as the service of the low :-----

The District and UPE agree that the health and welfare bond for hanguige his whole? Will be reopened for the 2021-2022 school year in the constitute District contribution and/or provider of health benefits.....

Any UPE Unit Member who is required by their supervisor to work more analyzer actudation day by the District magnet uning the same known exact sharper actudation account for the work performed on the non-calendar (work) day (synthesis) and a second to the work performed on the non-calendar (work) day (synthesis) and a second to the second to the test of the second second

	District and UPE shall meet to discuss- summer school progr <del>amint hat slam</del> t	The summer solute FSW rate regime in the summer soluter						
I.	Effective Destation of the UPE unit members and the District Board of Education of the UPE unit members and the District Board							
J.	Technical Changes. The Parties agree to work together to review the much and index and							
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