

**Memorandum of Understanding for
2024 Summer Learning
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 2024 Summer Learning programs.

Upon ratification but fully subject to section 1 below, this MOU becomes effective only for 2024 Summer Learning programs. Therein, this MOU’s provisions fully override any conflicting language in Article 13 (Summer School), the “Elementary & Secondary SLA” MOU dated March 28, 2023 with its addendum(s), and the “Walton ESY” dated March 27, 2023, as well as any dissimilar or conflicting ESY-related contents in Article 19 (Walton Special Center).

The parties agree to the following:

1. Conditional Implementation

All other provisions of this MOU are mutually confirmed by the parties as fully null and void unless (or until) the Hourly-Rate Schedule MOU (April 23, 2024) is also ratified. Accordingly, upon ratification of this MOU by the parties, all other contents of this MOU shall remain ineffectual and moot unless (or until) the Hourly-Rate Schedule MOU (April 23, 2024) has additionally been ratified by the parties, at which time all other provisions of this MOU shall be effective immediately. (Intent: Even if this MOU is ratified, for all intents and purposes it does not essentially become effective unless the other MOU is ratified.)

2. Settings, Timeframes, Participation and Selection

- a. Teachers shall not be required to teach any program during summer, as all such application and participation is voluntary. Teachers shall be given preference for SLA/ESY programs teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter.
- b. Both elementary and secondary Summer Learning Academy (“SLA”) programs 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 within two weeks of this MOU’s provisions becoming effective.
- c. The District/site shall make every effort to notify selected summer program teachers no later than May 15. When a teacher receives an offer notifying them of selection for the program, they must accept within 48 hours of the notification email or the offer is nullified (subject to District discretion). The District/site must provide summer program teachers with their summer program notice of assignment by the last teacher work day of the normal school year. For late hires, this timeline will be flexible.

- d. The District/site reserves the right to determine the staffing needs of teachers based on enrollment figures and to further adjust staffing (including to collapse classrooms) due to changes in enrollment. Teachers who lose their initial assignment due to such collapses must then choose from among existing vacant positions for which they are qualified. If there are no such vacancies, the teacher will be offered their choice of two options: (1) be reassigned to support students based on need by the summer program administrator/designee, or (2) resign from the program.

When any such change in assignment is necessary due to enrollment or other circumstances that may cause a disruption to the program, the teacher shall be notified as soon as logistically possible. If the change happens once the program has started, the teacher shall be provided and compensated an additional 4 hours of preparation time to make necessary adjustments. Whenever a teacher so requests in writing, the teacher shall receive written reasons when a change of assignment is made.

- e. Teacher evaluation is no longer part of any summer program and accordingly will not occur.

3. Schedules

- a. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty-free 30-minute lunch) for any individual teacher, working any combination of shifts. Any shift combination in excess must be immediately modified into compliance with this rule.
- b. For secondary-site programs, teacher hours will follow a modified form of Article 6.6 (consolidating, as shown below, the 15 min before students report and 15 min after student leave) to prevent consecutive shifts overlapping or encroaching on lunch. Student and teacher hours will accordingly be scheduled for up to three daily sessions as follows:

Morning session:	8:00am – 12:00pm	(teacher hours 7:30am – 12:00 pm)
Afternoon session:	12:30pm – 4:30pm	(teacher hours 12:30pm – 5:00pm)**
Remote virtual session:	5:00pm – 8:00pm	(teacher hours 5:00pm – 8:30pm)

Teacher hours for secondary SLA are accordingly considered to include a 30 minute prep for each session, either at the beginning or end of the shift.

**For any teacher who works two of the above session shifts when the shifts are immediately consecutive, the structure above is intended to functionally ensure a 30-minute lunch break. So, a teacher working the afternoon and remote virtual shift is understood to actually have an afternoon shift of 12:00pm – 4:30pm.

- b. For elementary-site programs, student and teacher hours will be scheduled for up to two sessions as follows:

AM Session:	8:00am – 12:30pm	(teacher hours 7:45am – 12:45pm)
PM Session:	1:15pm – 3:15pm	(teacher hours 1:15pm – 3:45pm)

AM: Teachers are compensated for (5) hours per day (includes 15 minutes before and after).

PM: Teachers are compensated for (2.5) hours per day (includes the 30 minutes after).

The English Learner Summer Extension follows the PM Session schedule.

The Migrant Summer Program (at minimum McKinley) follows the AM Session schedule.

- c. Teachers must only teach a maximum of two shifts for any day, whether in one or two programs/sites, and only as credentialing and traveling time allow. (For example, a teacher may work an AM and PM Session at the same elementary site, or two of the three shifts at a secondary site, or an elementary AM Session and a secondary virtual-remote session. However, a teacher may not work all three shifts of a secondary site.) Elementary AM Session and PM Session are each considered a single shift respectively. Secondary SLA's three sessions are similarly considered three distinct shifts.

4. Preparation and Professional Development Time ("PD")

Depending on the program, various levels of PD/meetings (to be attended and compensated) will be required. A schedule of PDs/Meetings will be available before assignments are made. All elementary SLA teachers will receive 6 hours of preparation time (separate from PD or meetings) without students before the program starts.

5. Class Size

Class size for any SLA must be no more than 20 to 1 at the K-3 level, 24 to 1 at the 4th-8th level, and 32 to 1 at the secondary level. Each of these class sizes are "hard cap" maximum not to be exceeded; as such, overages shall not apply.

6. SLA Lead Teachers

For any SLA Lead Teacher role, the following shall apply:

- a. Any Lead Teacher's compensation will be their hourly rate. Lead Teacher candidates with administrative credentials and/or experience as a Teacher Leader will be given preference during the hiring process.
- b. On the instructional days of an elementary SLA program, the Lead Teacher's hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours when a shift's non-lead teachers net 5.
- c. On the instructional days of any secondary SLA program, the Lead Teacher's hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on-site to support. All additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be "on call" for support (or remote support) of other shifts (secondary SLA afternoon, evening-remote, ELOP, etc.). In all cases, total daily time must comply with 2(a).
- d. Sites are allocated time to prepare for summer programming. In the event the responsible administrator is unable to complete the prep work, any teacher asked to assist will be compensated hourly. Similarly, whenever any additional training, program preparation, or other work hours are required or asked of lead teachers beyond what is elsewhere stipulated for other teachers, all pertinent teachers shall be alerted and compensated hourly for the time needed.

7. Extended School Year (ESY, not SLA)

a. ESY shall adhere to the provisions of this MOU (SLA and otherwise), with anything unique to ESY addressed in this section.

b. ESY hours will be as follows:

Students will attend 4 hours of ESY. Teachers will be compensated for a minimum of 4.5 hours (with teachers working 15 minutes before and 15 minutes after student time). Additional compensated teacher preparation time after school shall be at each teacher's daily option of zero (0), fifteen (15), or thirty (30) minutes, timesheeted by adding a half-hour or quarter-hour per respective day whenever so chosen by the teacher. Start and release may vary depending on the site/program.

c. Class sizes for ESY will vary by program, IEP requirements, grade ranges, number of adults present to support students, etc. Any ESY job assignment (and notification/posting) will indicate maximum class size, other adult staff for support (minimum number of paraprofessionals), etc.

d. Teachers will be compensated an additional 5 hours for attending the Mandatory ESY Orientation 1 day prior to the start of ESY. The orientation will be 2 hours of meeting/orientation and 3 hours of preparation time. If teachers are splitting the ESY assignment, then both teachers must attend the ESY Orientation.

e. In the event, that transportation is delayed in picking up a student from an ESY program/site, and the teacher leader or administrator is unavailable to supervise the students, the student's teacher will be compensated to the nearest quarter hour at the summer school hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. (Teacher prep time per 8.b of this MOU, by contrast, must be accounted for separately from transportation-delay student supervision.)

f. No IEP development or meetings will take place during ESY with the exception of:

- amendments to address incidents when documentation is required;
- at explicit parent request; or
- when necessary to address other procedures when required by law.

8. Payment Rates and Timing

Except when expressly negotiated otherwise by the parties, pay rates for all teaching in all summer programs shall be in accordance with a 2024 Summer Programs per-diem hourly rate, established as the teacher's per-diem hourly rate (see Appendix G for annual salaries used for calculating per-diem hourly by dividing per-diem by 6.5), paid through the timesheet submission and payment cycle as communicated for the program deadlines indicated by the program's oversight.

9. Sick Leave

For 2024 Summer Programs only, neither sick leave accrual nor compensation in lieu of unused sick leave shall apply in any way. Employees shall be compensated for time worked, and not compensated for time not worked.

10. Summer 2024 Recruitment Bonus (Summer 2024 only)

- a. STA bargaining unit members who work in any 2024 summer school program (elementary SLA, secondary SLA, ESY) will receive a Bonus as follows:
 - \$1,000 for any ESY, secondary SLA morning or afternoon shift, or elementary AM Session shift
 - \$500 for working any shorter shift (elementary PM session; secondary Virtual shift)
 - A net combined bonus for working multiple sessions of the above (e.g., \$2000 for working both the morning and afternoon shifts for secondary SLA; \$1500 for working both an AM and PM elementary SLA Session or for working Secondary SLA morning and Virtual evening)
- b. Employees who split a session/shift (e.g., first vs second half of the shift) will receive a prorated bonus directly proportionate to the split. (For example, two teachers doing a 60%/40% split would receive 60% and 40% of the bonus, respectively.)
- c. All bonuses per this MOU will be prorated based on the amount of days worked, regardless of absence reason(s). For the purposes of calculating the prorated bonus, 19 days will equal 100% of bonus, meaning that any teacher that worked 19 days per session will receive 100% of the bonus.
- d. Bonuses will be paid after the end of the summer session(s) worked, within the next two End-of-Month payroll cycle timelines.

This MOU sets no precedents and shall prevail until explicitly superseded by other agreement(s). By signing this MOU, the parties agree to all provisions, fully subject to section 1 regarding this MOU’s provisions becoming effective upon ratification by both parties.

For the Association

Christopher S. Anderson Ed.D. 04 / 23 / 2024

Dr. Christopher S. Anderson, STA President

Justin McGehee 04 / 23 / 2024

Justin McGehee, STA Negotiations Chair

For the District

Glendaly Gascot Rios 04 / 23 / 2024

Glendaly Gascot Rios, Asst Supt HR

Richard Boyd 04 / 24 / 2024

Richard Boyd, Director of Labor Relations