

**Memorandum of Understanding
Tentative Agreement Regarding
SFA Summer Session
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 this Memorandum of Understanding ("MOU") to address the School for Adults ("SFA") Summer Session for the 2022-2023 school year.

The parties agree to the following:


- 1) Summer Session for SFA will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District 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.
- 2) SFA's Summer Session shall consist of 4 (four) hours of student instruction per day and an additional one (1) hour of on-campus preparation time per day.
- 3) Student hours will be 8:00 am to 12:00 pm (with teaching hours being 7:45 am to 12:45 pm). Teachers will be compensated for the additional one (1) hour for on-campus preparation time per day, resulting in a (5) hour day.
- 4) SFA's Summer Session teachers shall be compensated in accordance with the teacher's hourly rate (Reference Appendix G).
- 5) Full Time Adult Education Teachers will have the first opportunity to work SFA's Summer Session.
- 6) Evening Adult Education Teachers will have the second opportunity to work SFA's Summer Session.
- 7) If enough teachers are not available to work SFA's Summer Session, the site will work with Human Resources and Stockton Teachers Association to identify teachers with the appropriate credential.
- 8) The District shall make every effort to notify selected Summer Session 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 must provide teachers with their Summer Session notice of assignment by the last teacher work day of the normal school year.
- 9) At the discretion of the District, SFA's Summer Session classes may be held in-person, on-line or a combination thereof.


- 10) SFA's Summer Session is subject to funding and may be canceled when funding becomes unavailable.
- 11) The hours of one (1) day of sick leave shall be granted to each SFA Summer Session teacher. Such sick leave shall be separate from per-diem sick leave, as clarified below concerning past practice.
- 12) At the end of the SFA Summer Session, a teacher may opt to be paid for the 5 hours of one (1) day of unused sick leave earned during the current summer session, at the teacher's hourly rate. Payment will be made at the teacher's request, with the request made no later than the last day of SFA Summer Session. If the teacher elects not to be paid, the sick leave day's hours accumulate in accordance with past practice of an hourly based "sick leave hours" bank. The parties agree this site practice shall be officially tracked and documented in ways that are verifiable to the parties whenever needed, parallel to nominal sick leave.
- 13) 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.
- 14) The District reserves the right to terminate summer employment based on enrollment figures and consequential staffing needs.

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 20**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 20**. 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 / 27 / 2023

For the Association:


03 / 31 / 2023
Felice Bryson-Perez, STA President


03 / 31 / 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