

**Memorandum of Understanding
Tentative Agreement Regarding
Walton ESY
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 Extended School Year "ESY" at Walton for the 2022-2023 school year.

The parties agree to the following:

- 1) ESY 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) Student hours will be 8:00 am to 12:00 pm, (with teaching hours being 7:45 am to 12:15 pm to reflect Reporting Time per **Article 6.6**). Teachers shall be compensated for an additional 30 minutes of preparation time per day, resulting in a five (5) hour day.
- 3) ESY Walton Teachers' salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G). ESY Walton 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.
- 4) In the event transportation is delayed in picking up a student from the site, the student's teacher will be compensated to the nearest quarter hour at the hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. Teacher prep time must be accounted for separately from any such transportation-delay supervision of students.
- 5) The first day for teachers shall be a day for orientation and preparation without students, with no more than two (2) hours allocated to orientation of the five (5) hour day.
- 6) Walton teachers shall not be required to teach ESY. Participation in ESY is optional for Walton teachers.
- 7) Walton Teachers shall be given preference for the ESY teaching vacancies at Walton provided such teachers are qualified to teach the subject matter.
- 8) If a sufficient number of current Walton teachers are not available to teach ESY, the site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at Walton provided they hold the appropriate credential to teach ESY at Walton.
- 9) The District shall make every effort to notify selected ESY 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 ESY teachers with their ESY notice of assignment by the last teacher work day of the normal school year.
- 10) No IEP development or meetings will take place during ESY with the exception of:

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

11) The District reserves the right to transfer Walton ESY teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs.

12) A change in assignment shall only be made for good and sufficient reason.

13) The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.

14) One (1) day of sick leave shall be granted to each ESY teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.

15) 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 earned during the current summer session. Payment for the one (1) day of unused summer session sick leave 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 accumulates in accordance with contract language.

16) 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 19**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 19**. 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 / 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