



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 Professional Educators Successor Collective Bargaining Agreement

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Services

Recommendation: Approve MOU between SCUSD and UPE regarding Successor Collective Bargaining Agreement.

Background/Rationale: The MOU contains the following key provisions:

- Renewal/non-renewal procedures, including improvement plans for employees receiving negative performance evaluations and timelines for receiving performance evaluations
- Salary structure comparison analysis between the current SCTA certificated employee salary schedule and the current UPE salary schedule
- Language regarding promotion, assignment, vacancies and transfer, including involuntary transfer assignments

Except for the changes referenced in the MOU, all other collective Bargaining Agreement language will remain status quo.

Documents Attached:

1. UPE Tentative Agreement Successor CBA

<p>Estimated Time of Presentation: 5 Minutes Submitted by: Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>

Board of Education Executive Summary

Legal Department

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



I. Overview/History of Department or Program

Sacramento City Unified School District (District) and the United Professional Educators (UPE) have considered their mutual interests with respect to resolving negotiations for the 2019-2022 school years. The parties have added provisions to their Collective Bargaining Agreement and made revisions too, all of which are encompassed in their Memorandum of Understanding (MOU).

The proposed additions include, but are not limited to:

- Article 6 – Renewal/Non-Renewal Procedures
 - 6.3: “An employee who receives a negative performance evaluation . . . shall jointly develop, with the appropriate supervisor, an improvement plan for the following school year.”
 - 6.6: “If the reason for the release or release and reassignment is poor performance, the administrator must have received an evaluation of their performance not more than sixty (60) days prior to receiving written notice of his or her release and reassignment to a teaching position.”
- Article 7 – Salary Structure Comparison Analysis
 - “[T]he District shall have a neutral entity complete a salary structure comparison analysis between the current SCTA certificated employee salary schedule and the current UPE salary schedule . . . Should the salary structure comparison 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 reevaluated for successor contract negotiations[.]”
- 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 . . . Involuntary transfers shall be based on the District’s legitimate, verifiable, and education-related needs.”
 - Change of Assignment Due to Reorganization, School Closure, Program Elimination, or Budget Cuts: “The District shall notify UPE Unit members of involuntary transfer assignments as soon as feasible.”

Except for the changes referenced in the MOU, all other collective Bargaining Agreement language will remain status quo.

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 in the State of California by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice, to be represented by the organizations in their professional and employment relationships with public school employers, to select one employee organization as the exclusive representative of the employees in an appropriate unit, and to afford certificated employees a voice in the formulation of educational policy. This chapter shall not supersede other provisions of the Education Code and the rules and regulations of public school employers which establish and regulate tenure or a merit or civil service system or which provide for other methods of administering employer-employee relations, so long as the rules and regulations or other methods of the public school employer do not conflict with lawful collective agreements.

III. Budget:

N/A

IV. Goals, Objectives and Measures:

Operational Excellence

V. Major Initiatives:

This MOU is reflective of the District's good faith negotiations and respect of the rights of employees and employee organizations while balancing the needs and priorities of the District in the collective bargaining process in order to provide students with a high-quality instructional program based on a sound, realistic budget.

VI. Results:

Approve MOU with UPE. Ensure compliance with AB 130 and Education Code.

VII. Lessons Learned/Next Steps:

Approve MOU with UPE regarding the Collective Bargaining Agreement for the 2019-2022 school years. Information and correspondences concerning this matter have previously been shared with the District. Further updates will be provided as necessary.

**TENTATIVE AGREEMENT
BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
UNITED PROFESSIONAL EDUCATORS**

**2019-2022 Successor Contract Negotiations
June 16, 2021**

The Sacramento City Unified School District (District) and the United Professional Educators (UPE), collectively referred to as "the Parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2019-2022 school years, except as otherwise noted in this Agreement.

- A. The Parties agree to add the following provision as a new section in Article 8 at a place to be determined by the District and UPE:

DUTIES AND RESPONSIBILITIES

1. The development and operation of educational programs of the highest quality are responsibilities of the Superintendent, and of all certificated administrators. Administrators shall be held responsible for implementing and administering the policies, rules, and regulations of the District, for implementing collective bargaining agreements, and for exercising professional judgment in the performance of duties assigned.
2. The District's Chief Academic Officer, or designee, agrees to meet with representatives designated by UPE at least once weekly during the regular school year to discuss issues identified by the parties. This meeting will provide a forum for the District to share and receive feedback from UPE representatives on proposed District policies and regulations, as the District determines necessary. The first meeting of the month with the District's Chief Academic Officer will be used to address issues identified by the parties that may require the attendance of other department heads or administrators, including, but not limited to, representatives from business services, human resources, and/or special education. UPE must submit any agenda items for inclusion in this first monthly meeting to the Administrative Assistant to the Chief Academic Officer not less than three days in advance of the meeting. The agenda for this first meeting of the month will be made available to UPE at least 24 hours prior to the meeting.
3. The District recognizes the professional nature of the work performed by the employees covered by this Agreement and that the actual daily and weekly work schedule may vary due to time requirements of specific assignments. Each administrator is expected to devote the time necessary in each day to complete their professional responsibilities.
 - a. Any mandatory professional development offered by the District to UPE unit members on a Saturday or Sunday must also be offered during the regular workweek and/or online.

- B. The Parties agree to add the following as a new Article 6 or other appropriate article number, with the placement to be determined by the Parties:

Renewal/Non-Renewal Procedures

- 6.1 Unit members with more than two complete and consecutive years of service to the District may be released from their administrative position and reassigned to another administrator position or returned to a position in a teaching assignment consistent with their credential 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 shall give the employee, upon his/her request, a written statement of the reasons for the release/reassignment.
- 6.2 Unit members with less than two complete and consecutive years of service to 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 by date set in the CBA shall jointly develop, with the appropriate supervisor, an improvement plan for 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 review progress toward meeting the recommendations for improvement.
- 6.4. The supervisor will make their recommendation for the UPE Unit Member's contract renewal/non-renewal by the date specified by the District's Human Resources Office.
- 6.5. Absent situations involving extreme misconduct by an employee, no UPE unit member, including probationary employees, shall be released or released and 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 or release and reassignment is poor performance, the administrator must have received an evaluation of their performance not more than sixty (60) days prior to receiving written notice of his or her release and reassignment to a teaching position. The administrator may also request, and will be provided, a written reason for the release and reassignment.
- 6.7. Notwithstanding any other provision of the agreement or this article, 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 longevity, and to further add this language to replace the current language on longevity in the Appendix at Salary Schedule C:

2.1.3 Commencing with the 2017-2018 school year, all years of service in SCUSD, including years in classified, certificated, and management positions, shall count towards the calculation of longevity steps.

- D. The Parties agree to make the following proposed revisions to Article 7, with placement 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 neutral entity complete a salary structure comparison analysis between the current SCTA certificated employee salary schedule and the current UPE salary schedule to determine if there is at least a 5% salary differential between SCTA 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 reevaluated for successor 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 another bargaining unit receives an unconditional salary increase for the 2021-2022 school year.

- E. The Parties agree to the following language regarding reopening Article 2, 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 reaches 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 8 to include the following 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 each of those days to account for the work performed on the non-calendar (work) day(s). The days exchanged will be full workdays and cannot be taken in hourly increments. These exchange days must be used in the school year in which they are earned and do not accumulate from year to year. The day(s) to be exchanged must be identified by the UPE Unit Member and approved by their supervisor and recorded on a form to be mutually agreed to by the parties.

When a UPE Unit member is unable to work on the specified non-workday as required by the District, the UPE Unit member shall not be penalized and the district will provide accommodations and/or resources to complete the required work.

- G. The Parties agree to create a new Article 9 or other appropriate article number, with the placement to be determined by the Parties:

PROMOTION, ASSIGNMENT, VACANCIES, AND TRANSFER

1. It is the District's and UPE's shared intent to promote, assign, and transfer employees to UPE positions from within the ranks of UPE unit members.
2. Internal candidates who apply for a UPE position, who have met the basic requirements and qualifications, and who have good recommendations from supervisors will be considered for an interview.
3. Involuntary Lateral Transfers. The Superintendent may make involuntary lateral transfers as needed for the operation of a department or school site
 - A. Involuntary transfers shall not be arbitrary, capricious, or punitive in nature.
 - B. Involuntary transfers shall be based on the District's legitimate, verifiable, and education-related needs.
4. Change of Assignment Due to Reorganization, School Closure, Program Elimination, or Budget Cuts.
 - A. If a UPE unit member is displaced from an assignment due to reorganization, school closure, program elimination, or budget cuts, or for any other reason other than due to release and reassignment under Education Code section 44951 or release and nonreelection under Education Code section 44929.21, applicable written procedures in place at the time of this agreement will be followed.
 - i. Before taking action to reassign a UPE Unit member, the District shall provide UPE with a list of all current, supervisory vacancies
 - ii. All qualified UPE unit members will be considered for an interview for a vacant position for which they apply.
 - B. The District shall notify UPE Unit members of involuntary transfer assignments as soon as feasible.

- H. The Parties agree to add the following language as a new article, with the article number to be determined by the parties, related to summer school:

When the District offers Summer School/ESY, the principal at the proposed summer school/ESY site, followed by other UPE Unit members, shall have first right of refusal to the administrative position. By April 1 of each year commencing with April 1, 2022, the


District and UPE shall meet to discuss the summer school/ESY rate of pay for the summer school program in that 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 designees and 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 and sections of articles.
- K. Changes in CBA. With the exception of the changes referenced in this Agreement, all other CBA language, will remain status quo.

**For Sacramento City Unified
School District**

Jorge Aguilar, Superintendent

For United Professional Educators



Judy Farina, President

Sacramento City Unified School District
UPE Exchange Contractual Days Form

Name: _____ Date: _____

Exchange:

(Work date(s) where work was required beyond contract days)

For:

(Employee exchange date(s))

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

These exchange days must be used in the school year in which they are earned and do not accumulate from year to year. The day(s) to be exchanged must be identified by the UPE Unit Member and approved by their supervisor and recorded on this form.

Submit completed form to Director of Human Resources or designee