

Handwritten initials and date: 1/14/22

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND**  
**ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION/CTA/NEA**

**Re: Omicron variant and Substitute Teacher Shortage**

This memorandum of understanding (MOU) is entered into by the parties on the 14th day of January, 2022. This MOU will amend the hourly rate, exclusive for substitute coverage listed in the MOU titled Substitute shortages created on October 19, 2021. This MOU will be in effect through February 18, 2022. At the conclusion of this MOU, both parties may agree to reconvene and discuss the continuance of this MOU and the changes hereto based upon the current conditions of the COVID-19 pandemic. Upon approval of this MOU by the District and RTPA, this MOU and the changes in hourly rate for substitute coverage will be made retroactive to January 4, 2022.

The District recognizes the impact of the Omicron variant on the health of employees and the overall shortage of available substitutes, resulting in the District's reliance on all employees to help support the substitute shortage. Further, the District recognizes that the members of RTPA have been instrumental in helping provide the much needed support at all sites.

To honor these efforts, the District proposes to amend the following pay rates related to substitute coverage for the duration of this MOU:

- Increase the hourly rate, exclusive for substitute coverage, from \$50.00 to \$65.00 hour.
- Elementary teachers who have been required to give up their preparation time due to the sub-shortage will receive compensation at the substitute coverage hourly rate if no alternative prep time has/will be provided.
- In addition, there have been isolated circumstances where teachers have been required to absorb students from uncovered classrooms without additional aide support. If additional aide support is not provided (a minimum of 3 hours/full day or 1.5 hours/half day), compensation for Substitute coverage will be based upon the total number of students in attendance as outlined below.
  - Elementary: Teachers will be compensated with 3 hours of substitute coverage pay for any day they absorb students from an uncovered classroom when the total of number of students in the classroom exceeds:
    - Grades Tk-3: 30 students
    - Grades 4-6: 38 students
      - Combining Elementary classes of differing grade levels should be avoided at all costs, with all other options being exhausted.
  - Middle School: It has been determined that combining middle school students has occurred exclusively in Physical Education classes. Teachers will be compensated with 1 hour of substitute coverage pay for any period they receive students from an uncovered classroom in the excess of the following numbers:
    - PE, Grades 7-8: 75 students

*Handwritten initials and date:*  
1/14/22

High School: It has been determined that combining high school students has occurred exclusively in Physical Education classes. Teachers will be compensated with 1 hour of substitute coverage pay for any day they receive students from an uncovered classroom in the excess of the following:

- PE, Grades 9-12: 75 students

Teachers are required to record and submit their additional hours on a timesheet no later than the end of the month for which they had additional hours/students.

This MOU is a temporary agreement which creates a temporary amendment to the current Substitute Shortage MOU of October 19, 2021 to address substitute coverage in the District. This MOU is subject to the parties grievance procedure under the CBA. This MOU does not create any precedents, binding past practice nor establish the status quo for future bargaining purposes. This MOU, upon approval, will be in effect retroactive January 4, 2022 through February 18, 2022. At the conclusion of this MOU, both parties may agree to reconvene and discuss the continuance of this MOU and the changes hereinto based upon the current conditions of the COVID-19 pandemic. This MOU shall terminate on February 18, 2022, unless the parties agree otherwise in writing.

FOR THE ASSOCIATION

*Handwritten signature for the Association*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE DISTRICT

*Handwritten signature for the District*  
\_\_\_\_\_  
\_\_\_\_\_