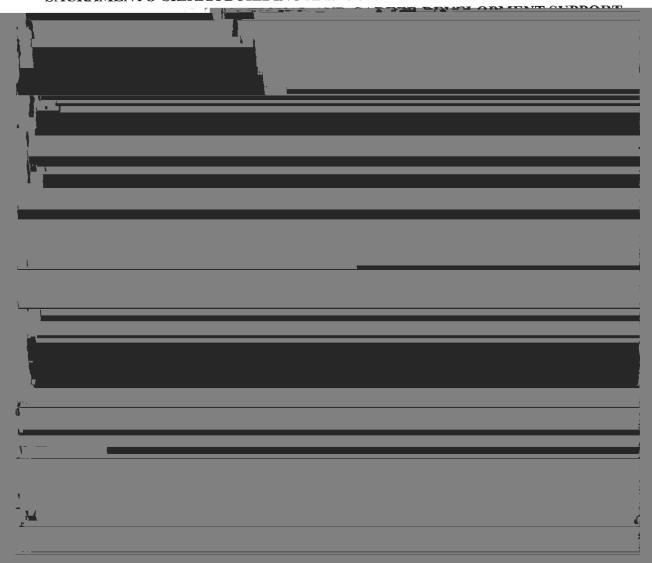
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item

Documents Attached:

MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND

SACRAMENTO-SIERRA BUILDING AND CONSTRUCTION TRADES COUNCIL



This Memorandum of Understanding ("MOU") is entered into as of November 17, 2022 by and between the Board of Trustees of the Sacramento City Unified School District ("District") and the Sacramento-Sierra Building and Construction Trades Council ("Council"), and the local Unions, signatories to the Project Labor Agreement. The District, the Council and the local Unions are collectively referred to as the "Parties." This Agreement shall be enforceable only following execution by the Parties and ratification or approval by the District's governing board.

RECITALS:

- A. The Parties executed a ("PLA") on or about June 9, 2022;
- B. Pursuant to Article 12 of the PLA, the Parties agreed that the PLA is intended to formalize partnerships between the Unions and the District to support the educational and career

each school site and its advisory board. The Parties agree to define mentorships by March 1 of every school year for the following year.

Field Trips. At least one field trip per quarter will be scheduled and calendared by August 3 15th of every school year. Each District CTE Pathway will have its own set of field trips the related to school year. Eight trips will include 4.5 hours of field instruction at the <u>₩</u>....

- approval or ratification by the District's governing board. In the event of changes in laws, the Parties agree to negotiate modifications to this MOU as required by applicable law.
- 13. **Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this MOU shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(b), below, each may pursue a remedy as entitled to them by law.
 - (a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Council's designee shall meet with the District Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.
 - (b) If this joint meeting fails to resolve the dispute, the District and the Council shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties.
- 14. Severability. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- **15. Venue.** The Parties agree that any legal action to enforce the terms of this MOU shall be brought in the appropriate court in Sacramento County, California.

