

**FREQUENTLY ASKED QUESTIONS ABOUT SBTA-SBCUSD MOU
REOPENING/CONTINUED SCHOOL CLOSURE FOR COVID-19 2020-2021**

Senate Bill 98 is the foundation upon which the District and SBTA negotiated language regarding aspects of reopening schools for 2020-2021 Academic Year. While a good portion of the previous COVID-19 MOU remains intact, there are areas where language has changed to reflect the Bill changes and directions.

Q. WILL STUDENT ATTENDANCE COUNT IN 2020-2021 SCHOOL YEAR?

A. Yes. Teachers are expected to take daily attendance and report student absences.

Q. WILL STUDENTS' GRADES COUNT IN 2020-2021 SCHOOL YEAR?

A. Yes. Students will be graded from the start of the school year in accordance with District policies on grading. Alternate courses such as A-Plus will continue. Middle Schools and High Schools will continue to record grades in Aeries, while the District works to bring Elementary Schools online and train the teachers in using Aeries grade books.

Q. IS MY PRINCIPAL CORRECT WHEN TELLING ME I MUST BE ONLINE FOR FOUR (4) HOURS DAILY?

A. No. Section 6, F, category 2 on page 6 of the MOU describes the "Minimum Live Interaction Minute Requirement. A compilation of possible member activities is included within the MOU.

Q. WILL THE MONTHLY EQUIPMENT AND SUPPORT ALLOWANCE BE TAXED?

A. Yes. It will be based on the deductions you noted on your W4 when you were employed.

Q. HOW WILL OUR LEAVES WORK IF I NEED TO BE OUT? WILL I HAVE MY PAY DOCKED?

A. The Federal Family First Cares Act sets caps on how much can be paid for absences on a daily basis for a period of time related to COVID-19 leave/illness. It establishes that leave compensation, related to the employee's own quarantine or illness, is at their full rate of pay, up to a maximum of \$511 per day and \$5,110 total. For leave related to caring for another individual, compensation is at 2/3 of the employee's regular pay, with a cap of \$200 per day and \$2,000 total. Those individuals whose daily rate is over \$511 would have their accumulated sick leave deducted in proportion to the hours involved. All other leave provisions in the Collective Bargaining Agreement are protected.

Q. WHAT HAPPENS IF I NEED TO QUARANTINE BUT I CAN STILL WORK REMOTELY?

- A. If your medical provider indicates that you need to quarantine but are still able to work remotely, then have her/him put that in writing and take it to Affirmative Action who will work with you regarding reasonable accommodations.

Q. WHEN WILL OUR SCHOOLS OPEN FOR IN PERSON INSTRUCTION? WHAT WILL THAT LOOK LIKE?

- A. The SBCUSD Board of Education in conjunction with Public Health, CDC, and the Governor's Office will make the final decision on if it is safe to open and when schools physically can reopen. SBTA and the District have agreed to meet to negotiate how a hybrid/blended learning model will be structured and operate. For now, the MOU strictly addresses Distance Learning and remote teaching.

Q. WHAT ABOUT SPECIAL EDUCATION STUDENTS? HOW WILL THEY BE INCLUDED?

- A. The Special Education student's IEP will direct the frequency of involvement with students in live interaction. Providers have the ability to make adjustments to live interaction minutes depending on the task assigned. Case Carriers and other providers are responsible for attendance and weekly engagement logs that meet state and federal guidance.

Q. WHAT DOES MY WORKDAY LOOK LIKE?

- A. SBTA Bargaining Unit members must be available to their supervisors by phone or online during what would be their normal work hours during distance learning. Any need for flexibility in work time to accommodate students learning is to be worked out between the Administration and the Bargaining Unit Member in order to avoid working beyond the normal work hours. As much as possible, all duties should be completed during the normal workday as stated in the current Collective Bargaining Agreement.