

Memorandum Of Understanding between
San Bernardino City Unified School District and
San Bernardino Teachers Association
Summer School 2021

This Memorandum of Understanding is an agreement between San Bernardino City Unified School District (SBCUSD) and the San Bernardino Teachers Association (SBTA), collectively referred to as “the parties”, concerning summer work opportunities in Summer Learning Camp and Credit Recovery during the 2020 - 2021 school year. The State of California has provided the district with one time funding to mitigate learning loss as dictated by Assembly Bill 86 and the Expanded Learning Opportunities Grant to provide supplemental instruction for students during the summer of 2021.

Section 1: Compensation

- A. Summer work opportunities are optional, and unit members shall work voluntarily. Supervisors shall determine staffing needs and the selection of staff based on student enrollment and program needs. SBTA Bargaining Unit members will be assigned to summer school positions before those positions are offered to any other personnel.
- B. Selection of certificated staff shall be based on the following criteria:
 - a. Site appropriately credentialed staff
 - b. Other district appropriately credentialed staff
 - c. Instructional strengths and abilities including but not limited to classroom management and organization, planning for instruction, implementing instruction, and monitoring student progress (Qualifications Review).
- C. All bargaining unit members shall be compensated their true pro-rata (hourly) per diem for all work done in summer 2021.
 - a. Elementary School (June 7 - June 25, 2021) five (5) hours per day and one (1) hour of planning time.
 - b. Middle School (June 7 - June 25, 2021) five (5) hours per day and one (1) hour of planning time.
 - c. High School (June 7 - July 2) between three and a half (3.5) and five (5) hours per day and one (1) hour of planning time.
 - d. Middle College (July 26 - July 30) five (5) to seven (7) hours per day.
- D. All bargaining unit members must be over their contracted workdays in order to be eligible for extra duty compensation beyond their contracted work year.
- E. Bargaining unit members that work full days will be paid their full per diem. Example: classroom teachers who work seven (7) hours will be paid their full per diem.

Section 2: Health and Safety Conditions for In-Person Summer School

- A. The District and SBTA recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its teachers and staff. The

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parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

- B. On all matters relating to health & safety procedures and protocols, the District shall adhere to the most recent COVID guidelines issued by the California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the San Bernardino County Department of Public Health (SBCDPH).
- C. The necessary Health & Safety conditions articulated in this MOU are not exhaustive. Accordingly, both parties jointly acknowledge the District’s obligation to collaborate consistently with all stakeholders, including but not limited to SBTA bargaining unit members, in facilitating transparent compliance with all safety guidelines.
- D. The District has developed and will follow the SBCUSD COVID-19 Prevention Plan (CPP), which outlines comprehensive plans to control and manage exposures to the SARS-CoV-2 virus that may occur in our facilities, schools, and worksites. The District will collaborate with the Association regarding any revisions to the current SBCUSD COVID-19 Prevention Plan (CPP) dated March 4, 2021 Revised Version 2.

Section 3: Work Sites and Facilities

- A. The District shall ensure work sites and facilities adhere to all applicable Cal OSHA/SBCDPH safety guidelines including but not limited to physical distancing. Each school site shall have a comprehensive plan to detail safe entry and exit point processes to limit the congregation of students and staff.
- B. The District shall ensure that classroom spaces, restrooms, and common spaces are cleaned and disinfected daily, including but not limited to doorknobs, lights switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant against COVID-19, in accordance with California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the San Bernardino County Department of Public Health (SBCDPH).
- C. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher (when applicable) and changed at the recommended intervals. All workspaces shall be equipped with low noise HEPA air purifiers with a large enough capacity and flow rate for the

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square footage of the room. HVAC Systems and HEPA air purifiers shall be maintained at recommended guidelines and intervals.

- D. The District shall ensure that every classroom and non-classroom workspaces shall be stocked with soap and/or hand sanitizer and visible handwashing guidelines.
- E. Hand sanitizer or portable hand washing stations shall be provided at each ingress, egress (if appropriate), and other designated areas.
- F. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
- G. The District shall provide secure, separate storage for students' belongings.
- H. The District shall designate and prepare at least one isolation room at each worksite for any student or staff member who shows symptoms associated with COVID-19.

Section 4: Additional Health & Safety Measures

- A. All bargaining unit members shall receive the SBCUSD School Site and Department COVID-19 Safety Training, which details safety protocols and mitigation strategies.
- B. All adults and students must wear masks over both their nose and mouth at all times while on school campuses, adhering to the SBCUSD Governing Board adopted board policy (BP 0470) requiring students, staff and visitors to wear protective face coverings while on campus and school buses.
- C. The District shall provide N95 type (medical grade) masks and/or face shields for staff as requested by the bargaining unit member.
- D. School Nurse and Special Education ESY (Extended School Year) Bargaining Unit members working during the summer school programs in-person shall be provided medical grade N95 masks, face shields, disposable gowns, and nitrile gloves.
- E. All students shall be provided with resources for individual use. No student materials shall be shared between students.
- F. For safety purposes, SBCUSD campuses are closed campuses. Visitors will be required to check in to the front office and follow district protocols.

Section 5: Health Screening & Contact Tracing

- A. The District shall ensure all students, staff and visitors are screened for symptoms prior to entering a school site, in accordance with the SBCUSD COVID-19 Prevention Plan (CPP).

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- B. The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19. The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District will adhere to employee confidentiality protocols. The District shall notify SBTA of bargaining unit member exposure to COVID-19 and adhere to employee confidentiality protocols.

Section 6: Classroom Preparation & School Site Safety Walkthroughs

- A. All bargaining unit members teaching in-person will be provided with up to nine (9) hours for classroom preparation and school site safety walkthroughs with a mandatory two (2) hours for the school site safety walkthrough and the balance for classroom preparation. Classroom preparation and school site safety walkthroughs shall occur after the contracted workday and shall be paid at the member's per diem pro rata rate of pay.
- B. Listed below is the process:
 - a. Beginning the week of May 17 through June 2, 2021, bargaining unit members, through their supervisors, shall schedule time after the contracted workday to prepare their classrooms and workspaces for summer school.
 - b. Beginning the week of May 17 through June 2, 2021, SBCUSD school site supervisors shall schedule school site safety walkthroughs to review school site safety protocols, and to prepare all staff for summer school processes (i.e., entry, exit, lunch procedures, temperature screening, distancing procedures, etc.).

Section 7: Curriculum Training for Summer School

- A. Bargaining unit members selected to teach during the summer school program shall receive mandatory two (2) two (2) hour sessions of curriculum training. Curriculum training shall occur after the contracted workdays before the first day of summer school and shall be paid at the member's per diem pro rata rate of pay.

Section 8: Workday & Responsibilities

- B. Bargaining unit members who are absent due to illness or for any other reason, shall inform their supervisor of the absence and request a substitute teacher using the SmartFind system.
- C. Teachers shall take daily student attendance, aligned with normal attendance taking procedures (Mark if tardy or absent; do not mark anything if a student is present).
- D. Bargaining unit members shall provide learning opportunities and instruction for their students and/or monitoring student progress for the duration of the scheduled instructional hours.
- E. Bargaining unit members shall have a duty-free lunch period of 30 consecutive minutes.
 - a. Elementary School

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- i. Elementary school teachers shall be responsible for following the supervisory guidelines set forth in the SBCUSD Elementary Summer School Framework.
- b. Middle School
 - i. Middle school teachers shall be responsible for following the supervisory guidelines set forth in the SBCUSD Middle School Summer School Framework.
- c. High School
 - i. High School teachers shall be responsible for the supervisory guidelines that have been set forth at each school for the High Schools' summer school program and in alignment with the guideline template from secondary education.

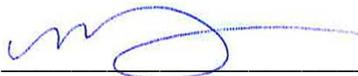
Section 9: Class Size

- A. Class size shall be configured in alignment with 3-ft physical distancing guidelines for students.

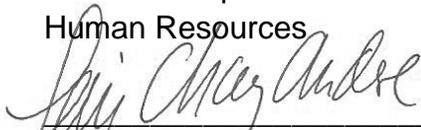
Section 10: Terms of Agreement

- A. This agreement only applies to the 2021 Summer School session and shall not be precedent-setting for future contract negotiations.

**SAN BERNARDINO
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