

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT AND THE
SAN BERNARDINO TEACHERS ASSOCIATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the San Bernardino City Unified School District (“District”) and the San Bernardino Teachers Association (“SBTA”) (collectively “the Parties”).

WHEREAS, the Parties agree that severe winter storms have recently impacted the mountain regions of San Bernardino County; and

WHEREAS, on March 1, 2023, Governor Gavin Newsom declared a state of emergency in San Bernardino and other counties as a result of the severe winter storms; and

WHEREAS, some District employees reside in the San Bernardino Mountains that have been severely impacted by the winter storms; and

WHEREAS, the severe winter storms have impacted some District employees’ ability to travel from their homes to work due to heavy snowfall; and

WHEREAS, the Parties agree that as a result of the severe winter storms, some District employees were required to be absent from work between the dates of February 23 to March 17, 2023.

NOW, THEREFORE, to preserve the continuity of District operations and protect the health and safety of District employees, it is agreed by and between the Parties as follows:

Emergency Leave:

1. A permanent bargaining unit member who resides in the San Bernardino Mountains covered by the Governor’s declared state of emergency, who is incapable of travel due to the severe winter storms, and must be absent from work, shall be eligible to use up to a total of **fourteen (14)** days of personal necessity leave for the days of absence, regardless of the limitation on the maximum number of personal necessity leave that may be taken for any given school year as provided in Article XX of the collective bargaining agreement between the parties.
2. Upon the employee’s exhaustion of their allotment of personal necessity leave, the employee shall be granted **seven (7)** days of paid Board leave.
3. If a unit member has exhausted available personal necessity leave and the board leave is applied, the differential rate will be deducted for any remaining days the unit member was absent during the state of emergency dates.
4. A bargaining unit member’s use of personal necessity and/or Board leave is subject to the restrictions and conditions outlined below:
 - a. Employees desiring to use personal necessity and/or Board leave must verify with the District’s Human Resources Department that the employee’s primary residence is in the San Bernardino Mountains covered by the State of Emergency.

- b. Assuming eligibility based on residence, employees must also verify with the Human Resources Department that they could not travel to work and also verify the need to be absent on dates covered under the State of Emergency.
- 5. The maximum number of District paid leave days per bargaining unit member under this MOU, inclusive of personal necessity and Board leave, shall not exceed a total of **fourteen (14)**.
- 6. The parties agree that the District's agreement to grant employees' use of personal necessity leave and Board leave under this MOU is temporary and shall be extinguished upon expiration of the State of Emergency or by June 30, 2023, whichever occurs first.
- 7. All parties agree to meet in the event there are any material changes to the State of Emergency, severe or upon enactment of any state or federal program granting employees leave as a result of the winter storms.

The circumstances of this MOU are related to the State of Emergency declared as a result of the severe winter storms impacting San Bernardino County. All components of the current Collective Bargaining Agreement between the San Bernardino Teachers Association and San Bernardino City Unified School District not addressed by the terms of this agreement shall remain in full force and effect. This agreement is a non-precedent setting and shall not be referred to as past practice for any purpose in the future.

AGREED TO ON THIS 10th DAY OF May, 2023

FOR SBTA



Ashley Bettas-Alcala,
President

FOR THE DISTRICT



Dr. Marcus Funchess,
Assistant Superintendent of Human Resources