

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

Summer School 2023

April 21,2023

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 to provide supplemental instruction for students during the summer of 2023.

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 2023.
 - a. Elementary School (June 7 - June 23, 2023) five (5) hours per day (8:15 - 1:15) and one (1) hour of planning time.
 - b. Middle School (June 7 - June 23, 2023) five (5) hours per day (7:45 - 12:45) and one (1) hour of planning time.
 - c. High School (June 7 - June 29, 2023) seven (7) hours per day maximum.
 - d. Middle College (June 7 - June 23, 2023) six (6) hours per day maximum.
 - e. Virtual Academy Elementary School (June 7 - June 23, 2023) – four (4) hours per day including planning time.
 - f. Virtual Academy Middle School (June 7 - June 29, 2023) - (8:30 - 12:00 M-W Virtual) (8:00 - 2:00 Th-F In person) - up to six (6) hours per day.
 - g. Virtual Academy High School (June 7 - June 29, 2023) (8:30 - 2:00) up to six (6) hours per day.
 - h. Superintendent Summer Grad-Credit Recovery (June 7 - July 12) seven (7) hours per day maximum.
 - i. Juneteenth Holiday will be observed on Monday June 19th, 2023. This is a District adopted non-working holiday. All schools and District offices will be closed.

- 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. Bargaining unit members that test positive for COVID during the summer school program will need to follow the reporting absence procedure set forth on Section 4 and the CDPH guidelines:
- Do not report to work for at least 5 days
 - Inform your supervisor and report your absence in SmartFind Express
 - Report to work on day 6 if:
 - symptoms are mild and improving
 - fever free for 24 hours without use of any medication
 - wear a mask for 10 days from start of symptoms or initial test date

Section 3: Preparation and Training for Summer School

- A. Bargaining unit members selected to teach during the summer school program at Elementary and Middle Schools shall be paid for 2 days of preparation and training on June 5 and 6 at their per diem rate. One day shall be utilized for District professional development and one day shall be utilized for teacher planning and preparation.
- B. Bargaining unit members selected to teach during the summer school program at High School will be paid at their per diem rate for two days of preparation on June 5 and June 6, 2023. Teachers will be required to attend the summer school orientation meeting that supervisors may schedule on one of the preparation days.
- C. Grade 9 teachers that teach summer school bridge programs are required to attend the curriculum training for ELA and Math for one day, either on June 5 or June 6. Teachers shall use the second day for planning and preparation.
- D. Teachers will use the curriculum provided by the district to teach math and language arts during summer school.

Section 4: Workday & Responsibilities

- E. Bargaining unit members who are absent due to illness or for any other reason while teaching summer school or extended school year (ESY), shall inform their supervisor of the absence and request a substitute teacher using the SmartFind system. As per SBTA CBA, Article XX - Leaves, Section 1. A, unit members shall earn one (1) day of sick leave for every seventeen (17) days worked or one (1) hour of sick leave for every seventeen (17) hours worked during summer school.
- F. 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).
- G. 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.
- H. Bargaining unit members shall have a duty-free lunch period of 30 consecutive minutes.
- a. Elementary School
 - 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.

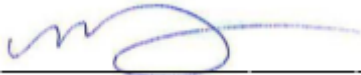
Section 8: Class Size

A. Class size shall be consistent with the current collective bargaining agreement.

Section 9: Terms of Agreement

A. This agreement only applies to the 2023 Summer School session and shall not be precedent- setting for future contract negotiations.

**SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT**

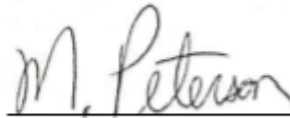


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