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

Summer School 2024

March 13, 2024

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 2024.

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 Reviews may be conducted.
 - d. The staff member's ability to work the full summer school period.
- C. All bargaining unit members shall be compensated at an hourly rate of \$90 per hour for the 2024 Summer School.
 - a. Elementary School (June 5 June 28, 2024) five (5) hours per day (8:15 1:15) and one (1) hour of planning time.
 - b. Middle School (June 5 June 28, 2024) five (5) hours per day (7:45 12:45) and one (1) hour of planning time.
 - c. High School (June 5 June 28, 2024) seven (7) hours per day maximum.
 - d. Middle College (June 5 June 28, 2024) six (6) hours per day maximum.
 - e. Virtual Academy Elementary School (June 5 June 28, 2024) up to (6) hours per day including planning time.
 - f. Virtual Academy Middle School (June 5 June 28, 2024) up to six (6) hours per day including planning time. Hybrid program
 - g. Virtual Academy High School (June 5 June 28, 2024) up to seven (7) hours per day.
 - h. Superintendent Summer Grad-Credit Recovery (June 4 June 29, 2024) seven (7) hours per day maximum. Teacher start times will be staggered so that no teacher works more than seven (7) hours per day.
 - i. Juneteenth Holiday will be observed on Monday, June 17th, 2024. 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 who work additional hours after Summer School (i.e., field trips, school events, etc.) shall be compensated at the additional duty rate of \$45.89.

Section 2: 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 3 and 4 at the hourly rate of \$90 per hour for the 2024 summer school. One day shall be utilized for the **required** 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 shall be paid for 2 days of preparation and training on June 3 and 4 at the hourly rate of \$90 per hour for the 2024 summer school. Teachers will be required to attend the summer school orientation meeting that supervisors may schedule on one of the preparation days.
- C. Superintendent Summer Graduation teachers will have June 3rd as the inservice day. They will be paid at the hourly rate of \$90 per hour for the 2024 summer school and not to exceed seven hours per day. The program for the students will begin on June 4th and end on June 29th, 2024.
- D. Grade 9 teachers who teach summer school bridge programs are required to attend the curriculum training for ELA and Math for one day, either on June 3 or June 4. Teachers shall use the second day for planning and preparation.
- E. Teachers will use the curriculum provided by the district to teach math and language arts during summer school.

Section 3: Workday and Responsibilities

- A. Bargaining unit members 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 Electronic Absence Management 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.
- B. 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).
- C. 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.
- D. Bargaining unit members shall have a duty-free lunch period of 30 consecutive minutes.
 - a. <u>Elementary School</u>
 Elementary school teachers shall be responsible for following the supervisory guidelines set forth in the SBCUSD Elementary Summer School Framework.
 - b. <u>Middle School</u>
 Middle school teachers shall be responsible for following the supervisory guidelines set forth in the SBCUSD Middle School Summer School Framework.
 - c. High School

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 4: Class Size

- A. Class size shall be consistent with the current collective bargaining agreement.
- B. In the event that student enrollment to the summer school section decreases to less than 15 students, the class may be canceled. The District and school site administration shall determine the class make up (composition or configuration) and if cancellation is necessary, based on student need. Teachers assigned to the canceled classes may stop providing services during summer school.

Section 5: Terms of Agreement

A. This agreement only applies to the 2024 Summer School session and shall not be precedent- setting for future contract negotiations.

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