

**Memorandum Of Understanding between
San Bernardino City Unified School District and
San Bernardino Teachers Association
2021 - 2022 School Year**

This Memorandum of Understanding is an agreement between San Bernardino City Unified School District, hereinafter the District and the San Bernardino Teachers Association, hereinafter SBTA, collectively referred to as “the parties”, concerning reopening to in-person learning for the 2021 - 2022 school year.

Section 1: Health and Safety Conditions

- 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 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 shall be made for District employees who are impacted by the pandemic.
- B. On all matters relating to health & safety procedures and protocols, the District shall adhere to the prevailing SARS-CoV-2 virus and its variants (hereinafter COVID-19) requirements 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. 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 requirements.
- D. The District has developed and will follow the current SBCUSD COVID-19 Prevention Plan (CPP) which outlines comprehensive plans to control and manage exposures to COVID-19 that may occur in our facilities, schools, and worksites. The District will update the SBCUSD COVID-19 Prevention Plan (CPP) to comply with prevailing health and safety regulations by CDPH, Cal/OSHA or SBCDPH, and a copy will be provided to the union.

Section 2: Work Sites and Facilities

- A. The District shall ensure that classroom spaces, restrooms, offices, conference rooms, and common spaces are cleaned and disinfected in accordance with prevailing requirements 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). High touch points shall be cleaned/disinfected daily, along with high traffic areas being disinfected weekly, in accordance with the custodial run sheets.

**Memorandum Of Understanding between
San Bernardino City Unified School District and
San Bernardino Teachers Association
2021 - 2022 School Year**

- B. Air filters shall be MERV-11 or higher (when applicable) and changed at the recommended intervals per applicable guidance from CDPH, Cal/OSHA, or SBCDPH. MERV-11 Filters are changed every six (6) months. All workspaces shall be equipped with low noise HEPA air purifiers with a large enough capacity and flow rate for the square footage of the room. HVAC Systems and HEPA air purifiers shall be maintained at recommended guidelines and intervals per applicable guidance from CDPH, Cal/OSHA, or SBCDPH. Specific information regarding frequency and other timelines can be attained by emailing COVIDFacilities@sbcusd.com.
- C. The District shall ensure that every classroom and non-classroom workspaces shall be stocked with soap and/or hand sanitizer and visible handwashing guidelines.
- D. Hand sanitizer or portable hand washing stations shall be provided at high traffic and other designated areas.
- E. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed.
- F. Without displacing or compromising the confidentiality of support staff roles, the District shall designate and prepare at least one isolation area at each worksite for any student or staff member who shows symptoms associated with COVID-19.

Section 3: 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 face coverings that cover the nose and mouth to the extent required by applicable CDPH, Cal/OSHA or SBCDPH requirements.
- C. The District shall provide N95 type (medical grade) face coverings and face shields or face shield with drape for staff as requested by the bargaining unit member.
- D. School Nurses and Special Education Staff shall be provided medical grade N95 masks, face shields, face shield with drape, disposable gowns, and nitrile gloves upon request.
- E. For safety purposes, all visitors will be required to check in to the front office and follow district protocols.

Section 4: Health Screening & Contact Tracing

- A. The District shall ensure all students, staff and visitors comply with screening procedures prior to entering a school site, to the extent required by CDPH, Cal/OSHA or SBCDPH guidance.

**Memorandum Of Understanding between
San Bernardino City Unified School District and
San Bernardino Teachers Association
2021 - 2022 School Year**

- B. The District shall notify bargaining unit employees who have been in close contact to a confirmed COVID-19 case 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 to the extent required by CDPH, Cal/OSHA or SBCDPH guidance.
- C. Bargaining unit members who work at multiple sites shall be included in confirmed COVID-19 case notifications, as determined through contact tracing.

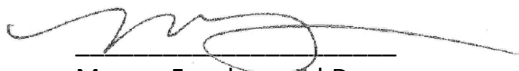
Section 5: Workday & Responsibilities

- A. All bargaining unit members shall support the District's efforts to maintain a safe work environment by adhering to the COVID-19 safety protocols and mitigation strategies, including remaining at home when exhibiting identified COVID-19 symptoms.
- B. All bargaining unit members who are absent due to COVID or potential COVID-related matters, must notify COVIDCases@sbcusd.com, inform their supervisor of the absence, request a substitute teacher using the SmartFind system, and follow all other applicable provisions in the existing collective bargaining agreement concerning absences.
- C. Bargaining Unit Members may be provided with additional voluntary duty hours to support student supervision outside of the contracted workday; both before and after school hours at the certificated additional duty, hourly rate of pay.

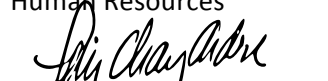
Section 6: Term of Agreement

- A. The term of this MOU shall remain in effect through June 30, 2022.
- B. The parties are aware that this date may be extended upon mutual written agreement between the parties.
- C. This agreement only applies to the 2021 - 2022 SBCUSD schools' reopening due to COVID-19 and shall not be precedent setting for future contract negotiations.

SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT

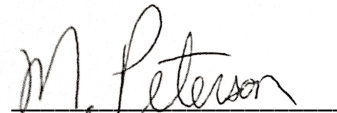


Marcus Funchess, Ed.D.
Assistant Superintendent
Human Resources



Luis Chavez
Director – Employee Relations

SAN BERNARDINO
TEACHERS ASSOCIATION



Michael Peterson
SBTA Negotiations Chair



Ashley Bettas-Alcala
President, SBTA