

## Memorandum of Understanding

Between

San Bernardino City Unified School District and  
San Bernardino Teachers Association  
COVID-19 Leave Extension

This Memorandum of Understanding ("MOU") is entered into by and between the San Bernardino Unified City School District ("District") and the San Bernardino Teachers Association ("Association").

Whereas, the District and the Association (collectively, "The Parties") agree that issues related to the COVID-19 pandemic have persisted; and

Whereas, the Parties recognize that the 2021 COVID-19 Supplemental Paid Sick Leave (SB 95) expired on September 30, 2021; and,

Whereas, the California Legislature has enacted Senate Bill 114 which has provided additional Supplemental Paid Sick Leave for public employees;

Whereas, the Parties recognize and agree that in some instances, employees may need to be absent from work for COVID-19 related reasons and a need for a leave provision exists;

Now, therefore, it is agreed by and between the Parties as follows:

### District-Paid 2021-2022 COVID-19 Leave

1. Bargaining Unit Members shall be able to use District-paid COVID-19 leave under the following conditions:

- a. COVID-19 Symptoms

A Bargaining Unit Member who must isolate for a time period as defined by an order or guidelines of the California Department of Public Health as a result of experiencing COVID-19 symptoms and is seeking a diagnosis shall be required to report to **Covidcases@sbcusd.com** and provide the District with documentation that confirms a testing appointment in the next 24 hours of symptom onset and the date test results were obtained.

COVID-19 Diagnosis

A Bargaining Unit Member who must isolate for a time period as defined by an order or guidelines of the California Department of Public Health due to a confirmed COVID-19 diagnosis shall be required to report to **Covidcases@sbcusd.com** and provide the District proof of a positive test result with a copy of the positive test result or documentation from a medical provider placing her/him off work for this reason.

- b. COVID-19 Close Contact Exposure (Outside of Work)

A Bargaining Unit Member who must quarantine for a time period as defined by an order of the California Department of Public Health due to close contact (as defined by the Centers for Disease Control and Prevention) exposure to a positive COVID-19 case

shall be required to report to **Covidcases@sbcusd.com** and provide the District proof of a positive test result from the individual she/he was exposed to with all confidential information redacted. The documentation from the positive individual must show the date of the positive test. In the event the bargaining unit member cannot provide proof of a positive COVID-19 test from the individual that s/he was exposed to, the bargaining unit member must provide a doctor's note ordering a self-quarantine. The bargaining unit member shall be required to provide the District with documentation that confirms her/his test occurring on the 5<sup>th</sup> or after calendar day after the close contact exposure along with the date the test results were obtained.

c. COVID-19 Close Contact Exposure (While at Work)

A Bargaining Unit Member who is identified as having close contact exposure to a positive COVID-19 case during her/his workday and must self-quarantine for a time period as defined by an order or guidelines of the California Department of Public Health shall be required to report to **Covidcases@sbcusd.com** and not be required to provide the district with proof of close contact exposure. The bargaining unit member shall be required to provide the District with documentation that confirms her/his test occurring on the 5<sup>th</sup> or after calendar day after the close contact exposure along with the date the test results were obtained.

d. COVID-19 Vaccine

A Bargaining Unit Member that must be absent from work in order to receive a COVID-19 vaccine or due to experiencing complications or symptoms as a result of receiving the COVID-19 vaccine shall be required to file a leave request (HR115) at <https://mobile.sbcusd.com/LeaveApp/> and provide the District with documentation showing proof of vaccination and the date it was administered. The District will require a doctor's note if symptoms persist beyond three (3) calendar days. The District also reserves the right to require a doctor's note for a leave.

e. Caring for a Family Member for COVID-19 related reasons.

A Bargaining Unit Member that must be absent from work to care for an immediate family member (as defined in Article XX Leaves in the SBTA-SBCUSD CBA) that is subject to quarantine or isolation for a time period as defined by an order of the California Department of Public Health shall be required to file a leave request (HR115) at <https://mobile.sbcusd.com/LeaveApp/> and provide the District with proof of the positive test of the quarantined/isolated immediate family member with all confidential information redacted. The positive test must include the name of the immediate family member, and the bargaining unit member shall provide the District with their relationship to the immediate family member. Leave can be used to take a family member to an appointment to receive a COVID-19 vaccine or for caring for a family member experiencing symptoms related to a COVID-19 vaccine as per Senate Bill 114. The District reserves the right to require proof of relationship and/or vaccination.

f. Caring for a Child due to a School Closure

A Bargaining Unit Member that must be absent from work to care for her/his child whose school or place of childcare is closed due to COVID-19 on the premises shall be required to file a leave request (HR115) at <https://mobile.sbcusd.com/LeaveApp/> and

provide the District with documentation to that effect with the name of the school or place of childcare along with the dates it will closed.

2. The maximum number of District paid COVID-19 leave days from October 1, 2021 –September 30, 2022 per Bargaining Unit Member shall not exceed a total of Twenty (20) days. Up to ten (10) days for the period of October 1 – December 31, 2021 and per SB 114 up to ten (10) days for the period of January 1, 2022 – September 30, 2022.
3. All parties agree to meet in the event there are any material changes to the California Department of Public Health order or guidelines. At the latest, the District paid 2021-2022 COVID-19 leave will expire on September 30, 2022, or upon enactment of another Federal or State provided law provides Supplemental Paid Sick Leave, whichever occurs first.
4. Bargaining unit members that utilized their own leave between October 1, 2021 – December 31, 2021, as specified in number 2, shall have their leave reinstated and/or any pay dock restored.
5. Effective January 1, 2022 Supplemental Paid Sick Leave has been authorized by the State. Any member that has utilized any COVID leave after January 1, 2022, but prior to the effective date of this MOU, shall be credited for that time and the employer will comply with this legislation.

San Bernardino City  
Unified School District



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