

SBUSD RESPONSE TO SWTA  
June 25, 2020

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH BAY UNION SCHOOL DISTRICT  
AND  
SOUTHWEST TEACHERS ASSOCIATION REGARDING  
THE 2020-2021 SCHOOL YEAR CALENDAR

June 25, 2020

This Memorandum of Understanding is between the South Bay Union School District ("District") and the Southwest Teachers Association ("SWTA"), collectively referred to hereinafter as "the parties," concerning coronavirus (COVID-19) issues related to reopening schools for the 2020-2021 school year.

1. The parties have agreed to a later start date for the 2020-2021 school year, August 31, 2020, and to adjust the calendar as set forth in the revised 2020-2021 staff and student calendars, attached as Appendices \_\_\_\_.
2. Historically, the District's school year calendar has been closely aligned with SUHSD's calendar; however, due to unique challenges and considerations related to COVID-19, the District's 20-21 calendar may be different this year.
3. The parties agree the District shall continue to issue pay warrants for the 2020-2021 school year on a 12 month cycle, commencing July 2020 and continuing through June 2021. For those unit members subject to PERS requirements, the District will work with the unit member to develop an alternative schedule for July (one work day during the month of July) to satisfy PERS' requirements, if applicable. The unit member shall submit a written request to Human Resources by July 9, 2020, to request such an alternative arrangement.
4. The parties acknowledge that prior to or soon after the COVID-19 crisis began some unit members may have scheduled pre-paid vacations or made other financial commitments to take time off based upon the previously agreed to and adopted 2020-2021 calendar. In the event those obligations were incurred prior to July 1, 2020, and time off was scheduled to occur between September 21, 2020 and March 26, 2021 (specifically during Fall Break, September 21-October 2, 2020; Winter Break, Jan 4-8, 2021; or Spring Break March 22 – 26, 2021), and the expenses/commitments incurred are non-refundable and/or cannot be rescheduled without significant hardship for the unit member, then the unit member may utilize accrued paid leave or unpaid leave (if accrued paid leave is not available).
5. Three days prior to the first day of school, the unit member shall provide the Executive Director of Human Resources with detailed documentation supporting the request and identify the particular days at issue (as limited above). Human Resources will then schedule a meeting with the unit member to discuss

appropriate options (use of accrued emergency leave, personal leave, personal necessity leave, or unpaid leave if paid accrued leave is not available).

In lieu of taking paid or unpaid leave, the unit member may request to make up missed work days (up to 5 days, 7 hours per day). Permission to make up missed work days shall be determined solely by the Executive Director of Human Resources or her designee and the decision is not grievable. If permission is granted, the Executive Director or her designee will inform the unit member within 10 work days and schedule additional hours for the unit member to teach before school and after school intervention classes during the 2020-2021 school year to enable the unit member to make up and be compensated for what would otherwise have been missed days. If a member does not fulfill their obligations, the unit member will be required to repay any advanced salary compensation by June 30, 2021.

6. SWTA and the District reserve the right to negotiate any additional impacts of COVID-19 on the 2020-2021 school year.
7. The terms and conditions set forth in this MOU shall be subject to the terms of Article 13, Grievance Procedure, as outlined in the parties' collective bargaining agreement.
8. It is agreed and understood that this MOU is subject to approval by SWTA and the SBUSD Board of Education.
9. This MOU shall expire on June 30, 2021.



6-25-2020

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Brenda Robles  
SOUTHWEST TEACHERS ASSOCIATION

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DATE



06-25-2020

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Janea Marking  
SOUTH BAY UNION SCHOOL DISTRICT

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DATE