

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

The San Bernardino City Unified School District (District) and the San Bernardino Teachers Association (Association) enter this Memorandum of Understanding (“MOU”) regarding the school closures related to COVID-19. The current Collective Bargaining Agreement (CBA) shall remain in full effect for the term of the agreement through June 30, 2021 with the exception of the agreements contained in this MOU.

Grievance Procedure

- A. Article XXIV (Grievance Procedure) in the SBTA – SBCUSD Collective Bargaining Agreement shall remain in full force with the following exception:
- B. Article XXIV, Section 1 C “Day” shall be interpreted as any day the District is in session through June 30, 2020 and/or when the Governor declares the end of the COVID-19 emergency school closure, whichever occurs first.

The coronavirus is a concern for our nation and for our school community. The Parties recognize there is a need to temporarily close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus.

This MOU demonstrates that the parties are working collaboratively to develop a district-wide plan that is designed to minimize disruption to teaching and learning and protect the health and safety of students and staff.

Background and Purpose

1. An outbreak of a respiratory illness caused by a new coronavirus (COVID-19) has been identified, originating in Wuhan, China. Most patients contracting the virus have had only mild symptoms, while others have suffered more severely. On March 11, 2020, the World Health Organization (WHO) declared the virus a pandemic.
2. As of March 12, 2020, several large-scale public gatherings were cancelled or postponed. As of March 18, 2020, most universities and K-14 local educational agencies have temporarily closed schools, suspended classes, and/or moved instruction to alternative, non-face-to-face formats. These changes will have an emotional impact on our students and teachers.
3. It is important for us to remember that these temporary closures are intended to slow the spread of the virus and are not occurring because everyone is sick. Slowing the spread will enable healthcare providers to continue to provide assistance to those in need without overwhelming the system (“Flatten the Curve”).

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

4. We need to be prepared as the virus spreads and its impacts on our schools and communities.
5. The United States federal agency, the Centers for Disease Control (CDC), recommends basic everyday practices to prevent a possible outbreak including the following:
 - encouraging hand hygiene
 - monitoring absenteeism
 - communicating routinely
 - practicing physical distancing
6. On March 13, 2020, Governor Newsom issued Executive Order N-26-20 ensuring California public school districts, county offices of education and charter schools retain state funding even in the event of physical closure. Amongst other things, the order provides that even if schools temporarily close due to COVID-19, school districts must continue to pay employees including SBTA bargaining members.
7. Effective April 20, 2020, to meet instructional guidelines as required by the COVID-19 school closures, unit members shall provide classroom-based instruction via distance learning and standards-based workbooks (as needed on a case-by-case basis) in collaboration with their administrator.
8. This agreement only applies to the temporary closure due to COVID-19 and shall not be precedent setting for future contract negotiations.

Definitions

1. Distance learning is a method of teaching and learning in a virtual environment.
2. Online instruction is a tool for student learning which presents the opportunity for expanding learning opportunities off campus.
3. SBCUSD email is the official email service for all unit members.

Accommodations for Students with Disabilities

Although federal law requires distance instruction to be accessible to students with disabilities, it does not mandate specific methodologies. Where technology itself imposes a barrier to access or where educational materials simply are not available in an accessible format, educators may still meet their legal obligations by providing children with disabilities equally effective alternate access to the curriculum or services provided to other students.

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

Grading

- A. Attendance - In alignment with the state of California, no attendance (for ADA purposes) will be taken for students. Teachers will encourage student participation for online learning.
- B. Due to the closure of schools and extenuating circumstances student grades will be based on the March 13, 2020 (final date of school record) timeframe. This will be the grade moving forward for the final reporting period.
- C. Students will have the opportunity to improve grades with standards-aligned assignments and through the completion of missing assignments (assigned prior to March 13, 2020, final date of school record) and completed through Google Classroom; however, grades cannot decrease from current standing. Students will not be deprived of the opportunity to complete any assignment that has been assigned during the time of school closure.
- D. If appropriate, students may complete courses through such programs as A+/APEX, in accordance with district guidelines.
- E. District will work to support the integration of Illuminate, Aeries, and Google Classroom.
- F. For students with an IEP or 504 Plan, follow current district guidelines in place and accommodations/modifications listed in the IEP to the best extent possible
- G. District and State assessments have been suspended for the remainder of the 2019-20 school year. Special Education and State Preschool DRDP may be waived for the duration of the school closure period due to lack of proper observation time.
- H. This is subject to change pending any updates for the California Department of Education.

Distance Learning Parameters

- A. The scope and sequences/curriculum guides will be the foundation for all core content areas. Recommended research-based supplemental resources that support standards-based online learning will be made available for use. There will be separate supporting pages and links for physical education, fine arts, and AVID. Instructional delivery will be through the Google Classroom platform.
- B. The embedded differentiation supports for English Learners, Special Education students and other targeted students will be used for those students in need of additional instructional support.
- C. Teachers will use a combination of synchronous learning (a learning event in which a group of students are engaging in learning at the same time) and asynchronous learning (a learning event in which students learn the same

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

material at different times and locations) to **connect** with students, **engage** them and **teach** them through Google Classroom. It is recommended that teachers engage in both asynchronous and synchronous learning opportunities in order to best meet the needs of SBCUSD's diverse student population. For students without technology additional support materials will be available. Workbooks may be provided as needed to ensure all students can access such curriculum in collaboration with the administrator.

- D. Efforts should be made to ensure that any video conferencing considers the environment for both Unit Members as well as parents.
- E. SBTA bargaining unit members shall be held harmless for any inadvertent errors, technical faults, or misuse/abuse of the Distance Learning platform by students, and are expected to report any instances of student misuse/abuse to the parent and site administrator as needed.
- F. The district and the association agree to continue to meet regarding the mutual development of distance learning that conforms with district adopted, grade level curriculum, as it relates to all bargaining unit members.
- G. If a bargaining unit member has multiple credentials, the member will perform duties related to the credential that they are presently using for their regular assignment prior to the emergency COVID-19 school closures.
- H. Unit members who are not classroom-based educators shall adhere to the standards established in their job descriptions and National and State standards of their respective professions as much as practicable. Their work duties/responsibilities will be adjusted to meet the distance learning environment.
- I. The District shall provide an opportunity to each unit members to be able to return to their worksite/workspace, during normal business hours, in order to collect any items the unit member deems necessary to conduct the distance learning program. The District Incident Management Team/administrator will provide a window of time for unit members to collect their items.

Evaluations

- A. Evaluation procedures outlined in the collective bargaining agreement Article XVI, will be suspended effective March 13, 2020.
- B. Evaluations conducted and completed before March 13, 2020 will stand.
- C. The District reserves the right to finish evaluation procedures for non-permanent employees and mandated PAR participants. Additional observations will not be required.
- D. Evaluations may be completed for permanent unit members, with the exception of additional observations, if the administrator and the permanent unit member mutually agree to complete the process.

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

Returning to schools

- A. In accordance with the state of California, SBCUSD's Board of Education will determine when it is safe to return to schools.
- B. When the District's Board of Education determines that schools are safe to re-open, the District will notify all bargaining unit members by email. Notification will also be posted on the district's website.
- C. The District shall ensure that all unit member work locations are sanitized in accordance with the District's Safety Plan for Staff Re-Entry that contains guidelines for cleanliness for district school sites. The District will provide employees with safety equipment to the extent that it is necessary and available.

Retirement

The District will comply with 2019-2020 service credit guidelines set forth by CALSTRS and/or CALPERS for all Bargaining Unit Members.

Leaves

- A. Subject to Executive Order, N-26-20, current law, regulations and guidance, no employee should have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis. Employees with dependent-care needs, who are not absent for health reasons listed above, should not have accrued leave deducted for failing to report unless their employer has offered no-cost childcare for the duration of work hours and the employee has declined.
- B. All leaves will continue to be reported to the District. All COVID-19 related leaves will be processed in accordance with the Families First Coronavirus Response Act, effective April 1, 2020 through December 31, 2020.

Compensation and Employment Status

- A. Educating remotely does not change a unit member's status as a District employee.
- B. Voluntary extra assignment pay position, district and/or site committee meetings, sports practices and/or games, plays and/or rehearsals scheduled during the temporary COVID-19 emergency closure may be canceled or rescheduled.
- C. Unit members who were directed to physically report to work during the week of school closure, March 16-20, 2020, will be compensated with a work day credit for each day worked, in addition to their regular salary. Unit members will submit the request for the day off to their supervisor for approval. The day off must be taken before December 31, 2020.

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

Work Day

Hours of employment shall adhere to the following guidelines:

1. Unit members shall work remotely for the duration of the emergency school closure.
2. Unit members shall be available via phone and/or online during their normal working hours per Article 14 and/or Collaboration Day MOU as practicable.
3. Unit members shall perform professional duties equivalent to his/her assignment assigned prior to the emergency COVID-19 school closures, to the extent possible.
4. To provide flexibility, professional duties may be performed outside the regular contract hours so that students are able to regularly and readily contact the teacher, provided that the total number of hours per day a unit member is on-duty does not violate the regular workday. This daily flexibility Monday through Friday shall be mutually agreed upon between the unit member and their supervisor.
5. In the event a unit member is working outside of the contract days, unit members will be paid for their time worked in accordance with Article XI-Wages, Section 7.

Reporting to Any District Site

- A. In the event that the District directs a unit member to physically report to a worksite, the supervisor will notify the unit member 24 hours in advance. The supervisor shall provide the reason they need to report to the worksite. The member shall communicate with the supervisor if they are unable to do so within two hours, and provide the reason why they are unable to report to the worksite. Unit member will be offered appropriate leave options.
- B. To protect and maintain unit members' health and safety, the District shall provide at the location safety equipment and/or cleaning supplies, etc as available.
- C. During the duration of the school closures, the following unit members if unable to report to work are to provide documentation such as medical note from a licensed care provider shall not be required to report to a district and/or school site until schools reopen and students return per the Governor's Executive Order N-26-20:
 1. Unit members 65 and older.
 2. Unit members with compromised health conditions.
 3. Unit members caring for immediate family members due to COVID-19 related issues.

Memorandum Of Understanding between
San Bernardino City Unified School District
and
San Bernardino Teachers Association
April 10, 2020

- 4. Unit members and/or household members under quarantine or positive COVID-19 diagnosis.
- D. If the unit member has documentation for the health concerns above it is his/her responsibility to notify his/her site administrator(s) and Affirmative Action Office by email. Additionally, the unit member is responsible to communicate any change in a timely manner to his/her site administrator(s) by email. In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the District shall not require the unit member to disclose any sensitive health information.

Equipment and Support

- A. The District shall provide technical support to teachers during the workday.
- B. The District shall ensure teachers have access to technology needed to meet perform job duties as it relates to distance learning. The District shall provide a one-time \$50.00 allowance to each unit member participating in the distance learning program. The parties agree that this allowance fully satisfies any District obligation to pay or reimburse unit members for personal costs associated with the distance learning model.
- C. If unit members need to provide materials in print for his/her students, the District shall provide the means for printing. The District shall be responsible for the cost of printing and/or delivery as needed.

Professional Development

- A. The District shall provide training opportunities for educators to enhance the skills necessary for the success of online instruction.
- B. The District shall work collaboratively with SBTA representatives as determined by the President, for any professional development workshop opportunities. A concerted effort will be made to utilize the knowledge and expertise of our unit members.
- C. Unit members who participate in professional development opportunities that occur outside of work hours shall be compensated in accordance with Article XI – Wages, Section 7.

Agreement to Meet and Negotiate

- A. The parties agree to meet regularly to address implementing guidance from the California Department of Education, as well as, the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs, as well as English Learners and other specialized

Memorandum Of Understanding between
San Bernardino City Unified School District
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San Bernardino Teachers Association
April 10, 2020

populations. Special education teachers will work collaboratively with core content teachers.

- B. In the event the State of California deems additional requirements for schools in response to COVID-19, the parties agree to initiate negotiations on the impacts.
- C. The parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
- D. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 and/or 2020/21 schoolyear.

Term of Agreement

- A. The term of this MOU shall expire on or before June 30, 2020 and/or when the Governor declares the end of the COVID-19 emergency school closure, whichever occurs first.
- 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 temporary closure due to COVID-19 and shall not be precedent setting for future contract negotiations.
- D. The terms of the SBCUSD Distance Learning Plan is a fluid document that will identify circumstances that will require additional discussion between the District and the Association.
- E. SBTA and the District agree to establish a joint committee to address student discipline in the distance-learning environment during the COVID-19 crisis.

Memorandum Of Understanding between
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**SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT**

Thomas Haldorsen
Interim Assistant Superintendent
Human Resources

Marcus Funchess
Director, Human Resources

Janet King
Director, Fiscal Services

Howana Lundy
Director, Special Education

Mary Pierce
Director, Employee Development

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Memorandum Of Understanding between
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