

Memorandum Of Understanding between  
San Bernardino City Unified School District  
and  
San Bernardino Teachers Association  
February 1, 2021

**School Re-opening/Continued 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.

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.

**Section 1: 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, 2021 and/or when the Governor and/or the Board of Education declares it is safe to return to worksites, whichever occurs first.

**Section 2: Background and Purpose**

- A. 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.
- B. 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.
- C. 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”).

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- D. We need to be prepared as the virus spreads and its impacts on our schools and communities.
- E. 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
  - requiring masks (covering mouth and nose)
- F. 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 SBTU bargaining unit members.
- G. Effective April 20, 2020, to meet instructional guidelines as required by the COVID-19 school closures, bargaining 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.
- H. This agreement only applies to the temporary closure due to COVID-19 and shall not be precedent setting for future contract negotiations.
- I. On November 17, 2020 the SBCUSD School Board voted to have all district schools remain in distance learning through the end of the 2020-2021 school year. In-person accommodations for small groups of students with specifically identified educational needs may be offered when the SBCUSD School Board deems it safe to do so.

**Section 3: Definitions**

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

**Section 4: Accommodations for Students with Disabilities**

- A. 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.

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**Section 5: Grading**

- A. Teachers will document evidence of online activities (including completing assignments and assessments).
- B. Grading will follow the district policies regarding grading and report cards.
- C. If appropriate, students may complete courses through such programs as A+/APEX, in accordance with district guidelines.
- D. District will work to support the integration of Illuminate, Aeries, and Google Classroom.
- E. 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.
- F. State assessments were suspended as of March 13 of the 2019-20 school year. Further guidance from CDE will direct the process for state assessments as well as Special Education and State Preschool DRDP. The monitoring and assessment of student learning continues. Students may be assessed formatively and summatively as appropriate. This is subject to change pending any updates for the California Department of Education.

**Section 6: Distance Learning Parameters**

- A. SB 98 defines “distance learning” as “instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency” (Ed. Code § 43500). SB 98 places a strong emphasis on teacher-student engagement in distance learning. Distance learning must include the following minimum components:
  - 1. The district shall provide devices for bargaining unit members that are adequate for participation in the educational program and to complete assigned work.
  - 2. Content will be aligned to grade level standards and provided at a level of quality and intellectual challenge equivalent to in-person instruction.
  - 3. 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 or any other platform approved by the district.

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4. 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.
5. Efforts should be made to ensure that any video conferencing considers the environment for both bargaining unit members as well as parents.
6. 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 worksite administrator as needed.
7. If a bargaining unit member has multiple credentials, the member will perform duties related to the credential that they were using for their regular assignment prior to the emergency COVID-19 school closures.
8. Bargaining 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.
9. The District shall provide an opportunity to each bargaining unit member 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/worksite administrator will provide a window of time for bargaining unit members to collect their items.
10. All bargaining unit members shall work remotely until it is safe to return to worksite(s) in accordance with county and state health department guidelines.
  - a. In the event that the District is in need of a bargaining unit member to physically report to a worksite, the supervisor will actively seek volunteers providing the reason and the duration for the return. If no volunteer is available, the supervisor shall notify a unit member being required to report 24 hours in advance. 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. Bargaining unit members will be offered appropriate leave options should they not be able to work virtually or have extenuating circumstances with call for leave.

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- b. To protect and maintain bargaining unit members' health and safety, the District shall provide at the location safety equipment and/or cleaning supplies, etc. as available.
  - c. If the bargaining unit member has documentation for health concerns it is his/her responsibility to notify his/her site administrator(s) and Affirmative Action Office by email. Additionally, the bargaining 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 bargaining unit member to disclose any sensitive health information.
- B. Academic and other supports will be designed to address the needs of pupils who are performing below grade level or need support in other areas.
- C. Special education, related services, and any other services required by a pupil's individualized education program.
  - 1. Special Education and Related Service Providers shall provide in person or live virtual sessions in accordance with the frequency of sessions listed in the IEP. Live in-person interaction minutes can be adjusted if the service provider assigns a work task that, in addition to the live in-person interaction, meets or exceeds the session duration listed on the student's IEP. This section includes RSP teachers, Speech and Language Pathologists, Deaf and Hard of Hearing Teachers, Visual Impairment Teachers, Assistive Technology Teachers, Orthopedic Impairment Teachers and Specialists, Adapted Physical Education Teachers, Occupational Therapists, Psychologists, and all other certificated staff that provide direct services to students but are not the teacher of record.
  - 2. Bargaining unit members within special education will adhere to state and federal guidelines pertaining to service delivery and the assessments of students for the purpose of qualifying for special education service.
- D. Designated and integrated instruction in English language development. 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.
- E. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness (Ed. Code, § 43503(b)).

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1. A combination of asynchronous (independent) and synchronous (live) distance learning activities and instruction shall be used daily. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled during the same times each day. As described in SB 98, live daily interaction shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms (Google, Zoom, Remind, Class Dojo, and Seesaw).
  2. Secondary school sites may opt to use block scheduling to better engage students during distance learning.
- F. Daily Instructional Minute Requirements: Although SB 98 makes a number of changes to attendance-related requirements, the number of daily instructional minutes needed per grade level to meet minimum school day requirements for the 2020-2021 school year remain the same, including Special Education (Ed. Code, § 43501.)
1. According to *Education code 43501* as amended by SB98 Ed. Code, § 43501 and 43502 the minimum daily instructional minutes shall be:
    - a. TK-K = 180 daily minutes
    - b. 1-3 = 230 daily minutes
    - c. 4-12 = 240 daily minutes
    - d. Continuation High School = 180 daily minutes.
  2. Minimum Live Interaction Minute Requirements shall be:
    - a. Preschool = 30 - 60 minutes per teacher per day of instruction (when the district provides technology to students and teachers)
    - b. TK = 75 minutes per teacher per day of instruction
    - c. K = 90 minutes per teacher per day of instruction
    - d. 1-3 = 115 minutes per teacher per day of instruction
    - e. 4-12 = 120 minutes per teacher per day of instruction
    - f. Continuation High School = 90 minutes per teacher per day of instruction
    - g. Live instruction minutes beyond the requirements set above shall be at each teacher's discretion.
  3. Examples of live instruction may include but are not limited to:
    - a. Face to face online instruction by teachers
    - b. Guided, interactive video lessons, with teacher remaining present
    - c. Small group instruction
    - d. Peer/collaborative tasks with teacher facilitating
    - e. Progress monitoring tasks or assessments to provide feedback

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- f. Student chats and blogs in appropriate, safe environments
  - g. Whole group lessons: shared reading, choral reading, chants, affirmations, poems, songs, etc.
  - h. Social-emotional learning development/lessons: coping strategies, such as: mindfulness and breathing techniques; relationship-building/community-building, such as: affective statements and community-building circles; expectation setting and support of behaviors, such as: role-plays, acknowledgements, and correction.
  - i. Inclusive of core and all other content areas: mathematics, English, history/social studies, science, world languages, visual and performing arts, physical education, etc.
  - j. Where appropriate tools such as phone calls, emails, Google Voice (text), Remind, Class Dojo, and/or Google Classroom may be offered to parents to provide instruction for students.
  - k. Support for independent assignments
4. The District and SBTA recognize the coronavirus (COVID-19) pandemic and school closures have highlighted equity and access opportunities for some student groups. Small group intervention and live classroom teacher support for independent (asynchronous) assignments are essential to meeting the learning needs of students requiring extra support.

For students identified by their teacher (using assessment data), as requiring extra support, the teacher in collaboration with site administrator, shall determine the most effective ways to provide the support within the contracted workday.

G. Attendance:

- 1. Teachers will enter attendance-daily into Aeries.
- 2. Teachers should make attempts to contact absent students via phone calls, Group Me, email, Class Dojo, and other established forms of communication.

**Section 7: Special Education**

- A. Special Education and all Related Service Providers shall provide live interaction sessions in accordance with the frequency of sessions listed on the IEP. Live interaction minutes can be adjusted if the service provider assigns a work task that, in addition to

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the live interaction, meets or exceeds the session duration listed on the student's IEP. Case carriers and other service providers will maintain attendance and weekly engagement logs that meet SB98 state and federal guidance.

- B. Supplementary aids and services. When in a distance learning setting, students will be provided with all accommodations and modifications which are listed in the IEP and applicable to the distance learning platform.
- C. When safe to do so, in-person assessments for students receiving Special Education Services (students with an active IEP) or in need of such services may take place with volunteer staffing. Assessments shall be completed in a classroom with sufficient space for compliance with social distancing protocols and adequate air circulation. Staffing may include a service provider/appropriate bargaining unit member/administrator and paraprofessional working under the direction of a teacher/service provider. The District shall follow the guidelines set by CDPH for the quarantine, isolation and exposure of COVID-19 for all students, parents and bargaining unit members for all District sites.

**Section 8: Evaluations**

- A. The District and SBTA recognize that distance learning may present challenges for bargaining unit members and evaluators. During the time of distance learning, observations will be conducted in a virtual platform. Evaluation procedures shall be followed as per SBTA CBA Article XVI.

**Section 9: Retirement**

- A. The District will comply with 2020-2021 service credit guidelines set forth by CALSTRS and/or CALPERS for all Bargaining Unit Members.

**Section 10: 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. The district will continue to provide two weeks (ten days) of paid sick leave, in accordance with Cal/Osha guidance, at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.
- C. Other leaves remain available under the guidelines of the current CBA.



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**Section 11: Compensation and Employment Status**

- A. Educating remotely does not change a unit member's status as a District employee. The unit member shall continue to receive their contractual compensation and benefits.
- 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. If the extra duty assignment can be conducted remotely, bargaining unit members shall continue to receive stipends and/or additional pay as outlined in the collective bargaining agreement.

**Section 12: Work Day**

- A. Hours of employment shall adhere to the following guidelines:
  - 1. During the time that schools are in distance learning mode the following shall be followed:
    - a. Bargaining 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.
    - b. Bargaining unit members shall perform professional duties equivalent to his/her assignment assigned prior to the emergency COVID-19 school closures, to the extent possible.
  - 2. 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.
  - 3. In the event a unit member is working outside of the contract days, bargaining unit members will be paid for their time worked in accordance with Article XI-Wages, Section 7.

**Section 13: 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 perform job duties as it relates to distance learning. The unit member shall work with their supervisor to be provided updated and functioning equipment.
- C. The District shall provide a monthly \$100.00 allowance to each bargaining unit member participating in the distance learning program. The parties agree to evaluate the monthly allowance should distance learning continue after the expiration of this MOU.

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- D. If bargaining 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.
- E. The District shall provide a one-time \$500.00 stipend to each bargaining unit member for expenses related to working from home for the purpose of providing high quality instruction for all students, payable on or before March 9, 2021. The stipend shall be used to provide resources for safe and ergonomic home office settings.

**Section 14: 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 bargaining unit members.
- C. Bargaining unit members who participate in mandatory professional development opportunities that occur outside of work hours shall be compensated in accordance with Article XI – Wages, Section 7.

**Section 15: 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 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. The teams will continue to bargain distance learning models that the district may implement as the school closures continue.
- C. The district and the association agree to continue to meet regarding the mutual development of hybrid/blended learning that conforms with district adopted, grade level curriculum and student discipline, as it relates to all bargaining unit members.
- D. The parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
- E. 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 or closures/reopening for 2020/21 school year.

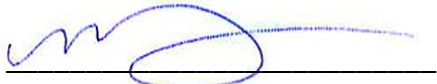
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**Section 16: Term of Agreement**

- A. The term of this MOU shall expire on or before June 30, 2021 and/or when the SBCUSD school board declares a transition to a new instruction model in accordance with state and public health guidelines, 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.

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**SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT**



**Marcus Funchess, Ed.D.**  
Assistant Superintendent  
Human Resources

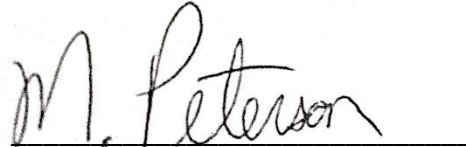


**Luis Chavez**  
Director, Employee Relations

**SAN BERNARDINO  
TEACHERS ASSOCIATION**



**Ashley Bettas-Alcalá**  
SBTA President



**Michael Peterson**  
SBTA Negotiations Chair