

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND THE SAN BERNARDINO TEACHERS  
ASSOCIATION**

**Opening a Virtual Academy for the 2021-2022 School Year  
June 9, 2021**

The Memorandum of Understanding is made and entered into this 9th day of June, 2021, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATIONS, CTA/NEA (hereinafter referred to as "Association").

WHEREAS, the District will open the Virtual Academy, a new learning option for the 2021-2022 school year; and

WHEREAS, the Association and the District desire to clarify the staffing process for the Virtual Academy; and

WHEREAS, the Association and the District agree that all SBTA bargaining unit members who are assigned to the Virtual Academy shall be entitled to all the rights, privileges, and terms and conditions contained in the Collective Bargaining Agreement between SBTA and the District.

IT IS HEREBY AGREED as follows:

**I. Staffing**

- A. Virtual Academy vacancies are created by student enrollment transferring from comprehensive school sites.
- B. All unit members who are eligible for transfer per Article XIX of the Collective Bargaining Agreement shall have the opportunity to request a transfer to positions at the Virtual Academy. This shall include both classroom-based and non-classroom-based unit members, as applicable.
- C. The District shall establish a transfer request deadline of June 11, 2021 for transfers to the Virtual Academy. The unit member shall designate the Virtual Academy as their choice on the district-approved transfer request form.
- D. Unit members who are at increased risk, per CDC guidelines, of severe illness from COVID-19, and have accompanying medical documentation establishing the doctor's recommended reasonable accommodations, shall contact Affirmative Action to engage in the interactive process to discuss possible reasonable accommodations and if appropriate Virtual Academy vacancies.
- E. School sites shall transfer the same percentage of unit members as the percentage of students enrolled in the Virtual Academy by site, by grade level span (TK-2, 3-5, 6-8, 9-12) and by subject matter.

- F. Selection of unit members who request transfer to the Virtual Academy shall be in accordance with the terms and conditions for voluntary transfer in Article XIX of the Collective Bargaining Agreement.
- G. Any unit member who requested a voluntary transfer to the Virtual Academy but was not selected may request a written explanation of the reasons for denial in accordance with Article XIX.
- H. Following the application process, if there are additional vacancies, the District may offer them to other qualified unit members interested in transferring to the Virtual Academy. If more than one unit member qualifies for the transfer as set in Article XIX of the Collective Bargaining Agreement, placement will be offered in order of seniority.
- I. If the enrollment of students in the Virtual Academy at a site changes, transfers of Unit members shall not occur until the District and SBTA are able to meet and confer to decide on next steps for unit member transfers.

**II. Work Conditions**

- A. The instructional day for the Virtual Academy unit members shall be the same as comprehensive school site unit members, inclusive of duty-free lunch as established by Article XIV of the Collective Bargaining Agreement. The District and SBTA shall meet and confer to finalize school schedules.
- B. Virtual Academy unit members shall report to an assigned work location in the District. The District shall consult with SBTA on the selection of sites, but reserves the right to select a site should the parties not reach-consensus.
- C. The District shall ensure that all safety measures in place at comprehensive school sites shall be in place at the assigned work location of the Virtual Academy-unit members.
- D. Virtual Academy unit members shall have a dedicated workspace that provides a private, quiet space that has appropriate working conditions for an online classroom.
- E. Virtual Academy unit members may attend staff meetings and professional development opportunities virtually unless the district requires the unit member to attend in person. The district will notify the Virtual Academy unit members at least three (3) workdays prior to requiring them to attend meetings/training in person. The Virtual Academy will adhere to the Collaboration Day MOU in Appendix H of the Collective Bargaining Agreement.
- F. Virtual Academy unit members shall be evaluated in accordance with Article XVI of the Collective Bargaining Agreement.

**III. Support and Resources**

- A. Virtual Academy unit members shall report to an administrator appointed solely to the Virtual Academy.

- B. Funding for the Virtual Academy shall be comparable to funding for comprehensive school sites.
- C. Materials (instructional supplies, copies, etc.) shall be provided to unit members at the physical site to which they are assigned.

**IV. Staff Support Services**

- A. Staff support services shall be comparable to comprehensive school sites.
- B. Staff support shall be established following the determination of student enrollment in accordance with the Collective Bargaining Agreement. The District's intent is to provide FTE positions for virtual support services and limit split positions (virtual/non-virtual) to the greatest extent possible. The District and SBTA shall meet and confer to monitor assignments and staffing.
- C. Staff support services will be based on enrollment of students attending the Virtual Academy with IEPs, English Learner identification, Title I and low SES status.
- D. Caseloads shall be consistent with the Collective Bargaining Agreement.
- E. With the exception of assessments for IEPs, all support services shall be provided virtually.

**V. Duty**

- A. Virtual Academy unit members may participate in supervision duty, before and after school at the assigned school site consistent with the Collective Bargaining Agreement.
- B. Virtual Academy unit members may be required to participate in Professional Duties as listed in Article XIV of the Collective Bargaining Agreement.
- c. Virtual Academy unit members may participate in extracurricular activities/extra duty at the assigned school sites in accordance with Article XI of the Collective Bargaining Agreement.

**VI. Unit Member Expectations**

- A. When virtually working with students, unit members' cameras are expected to be on.
- B. Virtual Academy unit members shall be expected to be available and working with students during the contracted workday. The District and SBTA shall meet and confer to finalize the daily schedules (*sample schedules attached*).

**VII. Class Size**

- A. Class size will follow Article XV, of the Collective Bargaining Agreement.

**VIII. Grade Level and Course Assignments**

- A. Collective Bargaining Agreement language shall apply to combination classes within the Virtual Academy.

- B. Both elementary and secondary Virtual Academy unit members shall be assigned according to virtual programs offered by the District.

**IX. Transfer Back to Comprehensive Programs**

- A. In the event Virtual Academy unit members request or are transferred back to a Comprehensive Program, the District will follow the process established on Article XIX of the Collective Bargaining Agreement.
- B. The District and SBTA will meet before the end of the first semester of the 2021-2022 school year to review the virtual programs and their possible staff changes for the second semester.

**X. DURATION**

This Memorandum of Understanding shall be in force from July 1, 2021 through June 30, 2022 unless or until it is extended with the mutual agreement of both parties. The parties further agree should there be any guidance forthcoming from the State regarding virtual learning the parties shall return to negotiate the impact in the Virtual Academy and this Memorandum of Understanding.

**SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT**

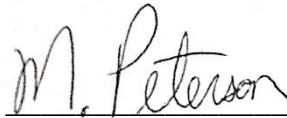


**Marcus Funchess, Ed.D.**  
Assistant Superintendent  
Human Resources



**Luis Chavez-Andere**  
Director, Employee Relations

**SAN BERNARDINO  
TEACHERS ASSOCIATION**



**Michael Peterson**  
SBTA Negotiations Chair



**Ashley Bettas-Alcala**  
President, SBTA

# Sample Proposed Schedule

Virtual Academy	TK- 8 Teacher Led Virtual Academy	K-12 Online Virtual Program	TK- 12 Traditional Independent Studies *
Student Support	More Synchronous Instruction	Less Synchronous Instruction	Home School program
Expected Work Hours	8:25 to 3:45 (align to comprehensive at each level)	8:25 to 3:45 (align to comprehensive at each level)	7 Hours (align to comprehensive at each level)
Schedule	Up to 3 hours Direct Instruction	2 hours at least available for student instruction and support (Synchronous time)	Meeting with <b>individual</b> Student/Parent at least once a week to schedule assignments and Progress Review
	Up to 2 hours Extra Support (Individual/Small Group) while students work independently on assignments	3 hours Monitoring students' progress and assignments daily (Asynchronous time)	Create lessons for individual students based on grade and curriculum
	1 hour Office Hour (Attendance/Grading/Parent Communication)	1 hour Office Hour (Attendance/Grading/Parent Communication)	Monitors student progress/learning - Provide student support
	1 hour scheduled weekly meetings with <b>individual</b> student/parent (Progress Review)		Available to student(s)/parent (s) for consultation/support
Curriculum	District Scope and Sequence	Edmentum or District adopted	Edmentum or District adopted
Location	School/District Site		ALC
Lunch	45 minutes uninterrupted		
ADA/Attendance	Based on assignment completion		