

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT AND THE SAN BERNARDINO TEACHERS ASSOCIATION  
Virtual Academy/ALC for the 2023-2024 School Year**

The Memorandum of Understanding is made and entered into this 23rd day of June 2023, 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 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. 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.
- D. 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.
- E. If the enrollment of students in the Virtual Academy changes, transfers of Unit members shall follow the District transfer procedures as any comprehensive school site as established by Article XIX of the Collective Bargaining Agreement.

**II. Work Conditions**

- A. The instructional day for the Virtual Academy unit members shall be equitable among the Virtual Academy unit members, with the same elements as the comprehensive school sites. inclusive of duty-free lunch as established by Article XIV of the Collective Bargaining Agreement
- B. Virtual Academy unit members shall report to an assigned work location in the District as necessary based on the Board approved telework policy.
- 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 will share classrooms and shall use the appropriate resources (headphones, school devices, etc.) that support a dedicated workspace that is private with appropriate 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 or site will notify the Virtual Academy unit members at least 24 hours prior to requiring them to attend meetings/training

and school events 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 comparable to the comprehensive school sites.
- D. Virtual Academy unit members shall participate in professional development that aligns with the development of a virtual educator.

### **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
- 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, and specialized services for students, all other support services shall be provided virtually.

### **V. Duty**

- A. Virtual Academy unit members may be required to participate in Professional Duties as listed in Article XIV of the Collective Bargaining Agreement.
- B. Virtual Academy unit members may participate in extracurricular activities/extra duty 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 agree to the following daily schedules: [VA Bell Schedules](#)
- C. Unit members' contact information shall be kept up to date to ensure proper contact during the work day from the District and VA staff. Unit member(s) shall respond to any requests within one business day
- D. Unit members agree to be available by phone, text, web conferencing and instant messaging during work hours. Unit members should acknowledge any District or supervisor request immediately.
- E. Telework is not intended to serve as a substitute for child or adult care. Unit members who work at home will need to arrange for any dependent care needs and personal responsibilities to not interfere with working hours to successfully fulfill job responsibilities.

- F. The unit member has the responsibility to maintain his/her home workspace in safe condition, free from hazards or other dangers.
- G. The unit member agrees that a representative from SBCUSD has the right to visit the home-work site initially to verify ongoing telework settings meet safety standards and reserves the right to visit the employee's home workspace for the purpose of determining that it remains safe and free from hazards.
- H. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises, and the employee's premises shall in no way be designated or determined to be a district site for purposes of such liability.
- I. Unit members are expected to provide their own teleworking equipment such as computer, internet access, modem, printer and telephone access line at their own expense. SBCUSD does not assume any liability for loss, damage or wear of employee-owned equipment nor its technical support. Equipment supplied by the teleworker, if deemed appropriate by the District, will be maintained by the teleworker. The District reserves the right to make determinations as to appropriate equipment, subject to change at any time. At the District's discretion, teleworking equipment, supplies or software may be provided. Such equipment and/or software will remain the property of SBCUSD and is insured under the District's property policy. However, coverage may first be sought from the employee's homeowner's policy for theft or vandalism. Damage to equipment and/or software due to negligence is the employee's responsibility. Equipment supplied by the District is to be used for business purposes only.
- J. Unit members must abide by the Employee Use of Technology BP 4040 and complete the Telework Technology Checklist.
- K. Unit members are expected to report their absences to their supervisor and the absence system established by the District (SmartFind Express).

**VII. Class Size**

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**

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.

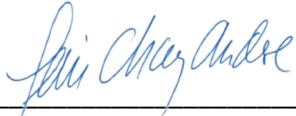
**X. DURATION**

This Memorandum of Understanding shall be in force from July 1, 2023 through June 30, 2024 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



Luis Chávez-Andere  
Director, Employee Relations



Karma Duffy  
Virtual Academy, Principal

**SAN BERNARDINO  
TEACHERS ASSOCIATION**



Michael Peterson  
SBTA Negotiations Chair Human Resources



Ashley Bettas-Alcala  
President, SBTA