

TENTATIVE AGREEMENT  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND  
SAN BERNARDINO TEACHERS ASSOCIATION

This Tentative Agreement is made and entered into this 24<sup>th</sup> day of May 2016 between the San Bernardino City Unified School District, (hereinafter referred to as "District") and the San Bernardino Teachers Association, (hereinafter referred to as "District").

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 24<sup>th</sup> day of 2016 through June 30, 2017 with the following exceptions:

**ARTICLE XI – WAGES**

The District and the Association agree to the following wage increases for 2016-2018:

**Section 1 – Wages.**

Appendices A, D, E, and F shall be increased by 4.5% effective July 1, 2016. Effective July 1, 2017, Appendices A, D, E, and F shall be increased by 0%. Appendix E shall also be increased by an additional 1.5% effective July 1, 2016.

(Added to Appendix "A")

Anniversary Increments – Only years of service in the San Bernardino City Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

**\*Salary Anniversary Increments shown below are based on the highest salary in columns A, B, C & D.**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>21st Year*</b>	<b>404.06</b>	<b>469.59</b>	<b>535.12</b>	<b>548.21</b>
<b>25th Year*</b>	<b>414.16</b>	<b>481.33</b>	<b>548.50</b>	<b>561.92</b>

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

**Section 2 – Extra Duty Pay**

Appendix "C" (attached) shall take effect July 1, 2016.

**Section 4 – Adult School Rate**

A committee will be formed to analyze competitive and comparable longevity increases.

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

**Section 5 – Psychologists**

Anniversary Increments – Only years of service in the San Bernardino City Unified School District shall count toward anniversary increments. Calculation of anniversary increments are based on placement on the salary schedule.

**\*Salary Anniversary Increments shown below are based on the highest salary step.**

<u>Step</u>	<u>Per Diem</u>
21st Year*	577.52
25th Year*	591.96

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

**Section 6 – Permit Teachers**

Permit Teachers who possess a bachelor degree or above shall be placed on Appendix “A” in column XX.

**Section 7 – Regularly Scheduled Part-time, Summer School and Intersession Rate**

4.5% of the unit member’s step and column placement for 2016-2017 for each of the following:

- A. Per hour when teaching classes in the summer program
- B. Per hour when teaching classes where attendance is taken and the unit member issues Credit and grades for student work
- C. Per hour when supervising students or professional assignments, including curriculum writing and mandated in-service training
- D. Per hour when attending in-service training, except when the unit member accepts a stipend to attend in-service training program.

**Section 11 – High School Departmental Chairpersons/Smaller Learning Community Team Leaders**

Independent Study	1½% of Column A, Step 2
Alternative & Continuation	1½% of Column A, Step 2
SLC/Pathway/AVID Team Leaders (High School Only)	5% of Column A, Step 2
19 or less sections	3% of Column A, Step 2
29 sections	4% of Column A, Step 2
39 sections	5% of Column A, Step 2
40 or more sections	6% of Column A, Step 2
Head Counselor	6% of Column A, Step 2

**Section 13 – Special Compensation**

B1. Unit members who teach in a District-designated Alternative Bilingual Education (ABE) and/or Dual Immersion (DI) classrooms shall be paid a base salary that is equal to five (5) per diems above the base pay set forth in Section 1 of this Article. This extra compensation is paid for the completion of extra duties and responsibilities required of Alternative Bilingual Education (ABE) and/or Dual Immersion (DI) teachers. Attendance at one (1) day of in-service meetings prior to the beginning of the work year shall be paid at the per diem rate. In order to receive this extra compensation, the unit member must have the Bilingual Specialist Credential, the Bilingual Certificate of Competence, the Bilingual Cross Cultural Language and Academic Development Certificate, the Multiple Subject Credential with Bilingual Emphasis, or the Bilingual Cross Cultural Language and Academic Development Credential.

B2. Unit members teaching in an English Only position who show evidence of the Bilingual Specialist Credential, the Bilingual Certificate of Competence, the Bilingual Cross Cultural Language and Academic Development Certificate, the Multiple Subject Credential with Bilingual Emphasis, or the Bilingual Cross Cultural Language and Academic Development Credential shall be paid an hourly rate in accordance with Article XI Section 7c for completion of requested additional duties outside of the contracted work day.

D. When assigned by the principal or designee to serve as an emergency substitute during their conference period, unit members shall be paid, after the second (2nd) such assignment, twenty-seven dollars and ninety-five cents (\$27.95) twenty-six dollars and seventy five cents (\$26.75) per period of thirty (30) minutes to eighty-seven (87) minutes and fifty dollars and thirty-two cents (\$50.32) per block scheduled period of eighty-eight (88) minutes or more.

**Section 16 – Middle School Departmental Chairpersons and Team Leaders**

Middle School departmental chairpersons and team leaders shall be paid one and one-half percent (1 ½ %) of column A, Step 2 for the extra duties and responsibilities of the position.

**Section 19 – Elementary Combination Classes**

Elementary classroom teachers who teach in combination classrooms shall be paid a base salary that is equal to four (4) per diems above the base pay set forth in Section 1 of this Article for professional development and collaborative planning.

**NEW APPENDIX – SPEECH AND LANGUAGE PATHOLOGISTS**

Beginning July 1, 2016, Speech and Language Pathologists shall be compensated in accordance with the following Salary Schedule:

STEP	PER DIEM	SALARY
*Intern Credential	\$264.23	\$48,619
1	\$391.82	\$72,095
2	\$413.82	\$76,143
3	\$435.84	\$80,194
4	\$457.89	\$84,252
5	\$479.89	\$88,300
6	\$501.94	\$92,356
7	\$523.92	\$96,402
8	\$549.53	\$101,113
9	\$567.97	\$104,506

\*Intern Credentialed Employees will increase Steps once a graduate program in Speech Language Pathology has been completed and Preliminary Speech Language Pathology Services Credential has been obtained.

An additional \$750 annual stipend will be paid to those employees who have earned a doctorate from an accredited university.

**APPENDIX "B" - APPLICATION OF SALARY SCHEDULE**

**Section 3 – Denial of Step and/or Column Increases.**

A. Unit members who receive an overall rating of “Partially Meets Standards” will receive a warning that their step and/or column increase will be denied if the following year’s overall rating is either “Partially Meets Standards” or “Unsatisfactory.” If a unit member’s overall evaluation rating is “Partially Meets Standards” or “Unsatisfactory” the year following the warning, the next scheduled step and/or column increase will be denied.

B. Unit members who receive an overall rating of “Unsatisfactory” on their most recent evaluation shall have their next scheduled step and/or column (or longevity) increase withheld.

C. Unit members denied a step and/or column (or longevity) increase resulting from a failure to achieve an overall rating of "Meets Standards", "Exceeds Standards", or "Innovatively Implements Standards" shall have their denied increase reinstated if their next final evaluation results in an overall rating of "Meets Standards" or above. The reinstatement shall include the prior year's increase that had previously been denied, plus the current year's increase.

**APPENDIX "C" – EXTRA-DUTY PAY SCHEDULE**

<b>HIGH SCHOOL ATHLETICS</b>	<b>RATE</b>	<b>PLAY-OFF RATE*</b>
Football – Head Coach	4,888.00	486.00
Other Coaches & Assistants	2,923.00	340.00
Basketball – Head Coach	4,035.00	384.00
Other Coaches & Assistants	2,923.00	285.00
Baseball – Head Coach	4,035.00	384.00
Other Coaches & Assistants	2,923.00	285.00
Track – Head Coach	4,035.00	384.00
Other Coaches & Assistants	2,923.00	285.00
Wrestling – Head Coach	4,035.00	384.00
Other Coaches & Assistants	2,923.00	285.00
Cross Country – Head Coach	4,035.00	384.00
Tennis – Head Coach	4,035.00	384.00
Assistant Coach	2,923.00	285.00
Golf – Head Coach	4,035.00	384.00
Swimming – Head Coach	4,035.00	384.00
Assistant Coach	2,923.00	285.00
Water Polo – Head Coach	4,035.00	384.00
Assistant Coach	2,923.00	285.00
Soccer – Head Coach	4,035.00	384.00
Assistant Coach	2,923.00	285.00
Volleyball – Head Coach	4,035.00	384.00
Assistant Coach	2,923.00	285.00
Softball – Head Coach	4,035.00	384.00
Other Coaches & Assistants	2,923.00	285.00

<b>MIDDLE SCHOOL ATHLETICS</b>	
Basketball	2,246.00
Softball	2,246.00
Volleyball	2,246.00
Pep Squad Advisor	1,889.00
Intramural Director	1,889.00

<b>OTHER MIDDLE SCHOOL EXTRA DUTY ASSIGNMENTS</b>	
ASB Advisor/Yearbook	2,246.00

<b>MUSIC</b>	
High School Instrumental—Director	3,532.00
High School Choral—Director	2,823.00
Elementary Instrumental—Director	1,665.00
Middle School Instrumental—Director	2,074.00

<b>ACADEMIC, DRAMA, SPEECH AND DEBATE</b>	<b>RATE</b>	<b>PLAY-OFF RATE</b>
High School Academic Team Coach	4,035.00	285.00

High School Drama Coach	2,823.00	
High School Speech/Debate	2,823.00	
Middle School Academic Team Coach	2,823.00	
High School Fine Arts Coach	2,823.00	285.

OTHER HIGH SCHOOL EXTRA-DUTY ASSIGNMENTS	RATE	PLAY-OFF RATE
High School Intramural—Director	2,074.00	
High School Athletic Trainer per Sport	2,823.00	285.00
Pep Squad Advisor	3,532.00	
Pep Squad Assistant	1,683.00	
Drill Team – Advisor (200 hrs. or more)	2,723.00	
Drill Team – Advisor (less than 200 hrs.)	1,683.00	
Drill Team Assistant	1,683.00	
ASB Advisor	4,888.00	

\* For each extended week of the season (CIF Play-Offs), each coach of the team assigned by the District to extended season shall receive the play-off rate for each week of the play-offs. The maximum for each individual coach shall be two (2) weeks if an individual qualified, and four (4) weeks if a team qualified. In the event that a team is eliminated, but individuals qualify for continued competition, the individual coach shall not receive more than a maximum of four (4) weeks' pay.

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In addition, the District and the Association agree that the parties will continue to work to resolve issues regarding the following Articles and issues:

1. Psychologist Workload—The District and the Association shall form a Joint Workload Task Force composed of members appointed by the Association President and the District to work together to study the School Psychologists workload and caseload issues. The task force shall not exceed three Association members and three District representatives. The Joint Task Force shall make a final recommendation to the respective negotiations teams by December 10, 2016.
2. Class Size—Within forty-five (45) days after the signing of the 2016-2017 State Budget Act, the District and the Association shall meet to examine the impact of the Budget Act on the District budget and to determine how the District can begin to explore the reduction of pupil teacher ratios throughout all levels, and in particular establishing a cap on the pupil teacher ratio at the high school level.
3. Wages—Within forty-five (45) days after the signing of the 2017-2018 State Budget Act, the District and the Association shall meet to examine the impact of the Budget Act on the District budget and to assess whether or not the State funding is sufficient to increase wages in 2017-2018 beyond the 4.5% total allocated in 2016-2017.
4. Adult Education—In light of the AB 86 Consortium, the District and the Association shall form a Joint Issues Task Force composed of members appointed by the Association President and the District to work together to study Adult Education issues affecting District programs and unit members. The task force shall not exceed three Association members and three District representatives. The Joint Task Force shall make a final recommendation to the respective negotiations teams by December 10, 2016.

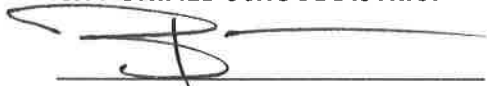
ARTICLE XVIII—Term of Agreement

Section 1 – Duration

Except as otherwise provided herein, this Agreement shall remain in full force and effect from May 24, 2016 through June 30, 2017. The District and the Association shall reopen negotiations in accordance with Article XXVIII, Section 2, no later than April 1, 2017 for 2017-2018.

In addition, upon presentation of the final recommendations of both the Psychologist Workload Task Force and the Adult Education Task Force, both parties shall meet to negotiate the implementation of recommendations from both Task Forces.

SAN BERNARDINO  
CITY UNIFIED SCHOOL DISTRICT



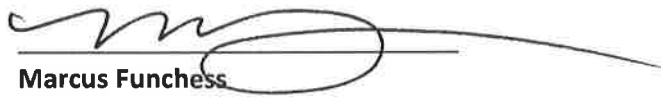
Perry Wiseman  
Assistant Superintendent  
Certificated Human Resources

SAN BERNARDINO  
TEACHERS ASSOCIATION



Michael Peterson  
SBTA Negotiations chair

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**Marcus Funchess**  
Director  
Certificated Human Resources



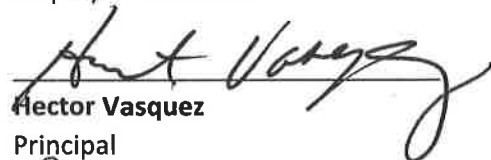
**Mary Pierce**  
Director  
Employee Development



**Natalie Raymundo**  
Principal  
Richardson Prep School

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**Sandra Rodriguez**  
Director  
Employee Relations



**Hector Vasquez**  
Principal  
Pacific High School



**Toni Woods**  
Principal  
Anton Elementary School

**Justin Arnold**  
Regional UniServ Staff  
CTA



**Peg Tracey**  
Regional UniServ Staff  
CTA



**Jorge DeLatorre**  
SBTA



**Betty Jo. Knick**  
SBTA



**Sandy Owens**  
SBTA



**Patty Taylor**  
SBTA