



**SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT**

**and**

**SAN BERNARDINO TEACHERS  
ASSOCIATION**

**AGREEMENT**

**APRIL 16, 2015 – JUNE 30, 2017**

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## **AGREEMENT**

This AGREEMENT, made and entered into following negotiations, as defined in Government Code Section 3540.1 (h), between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as “**District**”) and **SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA** (hereinafter referred to as “**Association**”), supersedes the previous **AGREEMENT** and all amendments thereto.

In witness whereof, the Parties hereto have executed this AGREEMENT on this 16<sup>th</sup> day of April, 2015.

**SAN BERNARDINO CITY  
UNIFIED SCHOOL DISTRICT**

**SAN BERNARDINO  
TEACHERS ASSOCIATION**

---

**MIKE GALLO**  
President,  
Board of Education

---

**ROBERT V. RODRIGUEZ**  
President

---

**DALE MARSDEN, Ed.D.**  
Superintendent

---

**PEG TRACEY**  
Executive Director

---

**PERRY WISEMAN, Ed.D.**  
Assistant Superintendent  
Human Resources



## ARTICLE I - RECOGNITION

### **Section 1--Association's Representation Unit.**

The following enumerated positions are included in the Associations Representation

Unit:

Athletic Director

BTSA Support Provider

Classroom Teacher

Consulting Teacher

Contract Substitute

Counselor

Early Start Teacher

Elementary P. E. Teacher

Full-Time Contract Adult Education:

Teacher

Counselor

Head Counselor

Program Specialist

Resource Teacher

Head Counselor

Hearing Panel Member

Intern Teacher

Intersession Teacher

Language Development Specialist:

Resource Teacher

L. H. Resource Specialist

Permit Teacher:

Child Center

Day Care Center

Preschool

Librarian

Mild/Moderate Special Education Teacher – D.I.S.

Program Facilitator

Program Specialist

Psychologist

Regularly Scheduled Part-Time and Hourly Teacher:

Home and Hospital

Adult Education

Resource Teacher

R.O.T.C. Teacher

SDC Teacher - Special Schools

Secondary Categorical Program Specialist

School Nurses

Speech Therapist

Support Teacher

Summer School Teacher

Teacher on Assignment

**Section 2--Exclusions.**

Specifically excluded from the Representation Unit are all management, confidential, and classified employees. In addition, all part-time casual employees, all day-to-day

substitute employees, and all employees who work less than twenty-five percent (25%) of either the regular workday or regular work year are excluded. The Association agrees that the unit is appropriate and that it will not seek a clarification or amendment of the existing unit, either as to the exclusions or the enumerated inclusions.

**Section 3--New Classifications/Unit Accretions.**

The District agrees to meet and discuss with the Association the inclusion or exclusion of any newly instituted certificated job classification. If the District and the Association fail to agree upon the inclusion or exclusion of the new certificated job classification, the issue will be submitted to the Public Employment Relations Board. The District and the Association may jointly agree upon any other means to resolve disputes under this Section.

## **ARTICLE II - NOTICE**

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered, either upon personal delivery, facsimile transmission, or by mailing the same by United States registered or certified mail, return receipt requested, to the Party entitled thereto at the address set forth below:

District:                   Assistant Superintendent  
                                  Human Resources Division  
                                  San Bernardino City Unified School District  
                                  777 F Street  
                                  San Bernardino, California 92410

Association:               President  
                                  San Bernardino Teachers Assoc., CTA, NEA  
                                  1997 East Marshall Boulevard  
                                  San Bernardino, California 92404

Either Party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

## **ARTICLE III - NEGOTIATING GROUND RULES**

### **Section 1--Location of Meetings.**

Negotiation meetings shall be held at mutually agreed to locations. A caucus room shall be provided for each Party.

### **Section 2--Consultants.**

The Association and the District may utilize the services of consultants to assist in negotiations. Advance notice of the intent to bring a consultant into a negotiation session will be given whenever possible. Any expense incurred in the use of a consultant shall be borne by the Party using said consultant.

### **Section 3--Private Sessions.**

It is mutually agreed that all negotiation sessions shall be held in private. Attendance shall be limited to team members and consultants to each team.

### **Section 4--Agendas.**

The spokesperson or designee for each side shall determine the agenda in advance of a negotiating session. The agreement shall cover the items to be discussed and the order in which they will be discussed. Items placed on the agenda shall be agreed to by both Parties at the beginning of each negotiating session. If Parties agree to recess the meeting to be reconvened at a later date and/or time, the continuing agenda shall be mutually confirmed by the Parties.

### **Section 5--Data.**

The District agrees to provide to the Association a copy of all documents pertinent to matters under negotiation when such documents or the information contained in such documents are requested by the Association. Included shall be regularly prepared

papers and forms used in the preparation of the budget when such are specifically requested. Excluded from this agreement are: (1) working papers and drafts of documents in other than final form; (2) items dealing directly with District negotiating strategy; (3) items dealing primarily with employees not represented by the Association; and (4) items dealing with matters held to be confidential by law and/or District policy. The Association retains all rights of other citizens to request and receive public documents on any subject through the same procedures as other citizens, and subject to the same limitations and process as other citizens. All reports, documents, and materials provided without cost under this Agreement shall be in the form compiled by the District.

**Section 6--Release Time.**

The exclusive representatives shall be allowed reasonable release time for its members for the purpose of attending scheduled sessions for negotiations. An extension of negotiating sessions beyond the employee workday shall be by mutual consent.

**Section 7--Minutes.**

The District and the Association shall keep their own minutes of each negotiating session. A stenographer may be used by each Party for purposes of keeping records of such sessions.

## **ARTICLE IV - NON-DISCRIMINATION**

### **Section 1--Non-Discrimination.**

Neither the District nor the Association shall discriminate against any employee on the basis of race, color, religion, sex, national origin, handicap, age, marital status, sexual orientation (as provided by state and federal law), nor engage in any form of sexual harassment, nor on the basis of membership or lack of membership in an employee organization, nor for participation in lawful employee organization activities, or refraining from participating in employee organization activities.

### **Section 2--Reasonable Accommodation for Qualified Disabled Unit Members.**

- A. The District and the Association acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- B. If the District determines that it must reasonably accommodate a disabled employee, the legal obligation shall superseded all sections of the agreement in conflict with the duty to reasonably accommodate.
- C. The Association recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines that the implementation of the reasonable accommodation will conflict with the rights of other employees, the District will give the Association written notice and an opportunity to meet with the District to discuss alternatives. The Association agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.

**Section 3--Remedy.**

Violations of this Article shall not be subject to the grievance procedure of this Agreement, except where no other administrative remedy exists.



## **ARTICLE V - DISTRICT RIGHTS**

### **Section 1--District Powers, Rights, and Authority.**

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work when present employees are not available to perform such work; and take any action on any matter in the event of an emergency as provided in Section 3 herein. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

### **Section 2--Limitation.**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**Section 3--Emergencies.**

The District retains its right to suspend this Agreement in cases of emergency for the reasonable period of time required by the emergency. Emergencies shall include, but not be limited to, national-, state-, or county-declared emergencies and natural disasters. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights.

## **ARTICLE VI - ASSOCIATION RIGHTS**

### **Section 1--Facilities.**

The Association shall have the right to use District facilities at reasonable times, providing that requests for the use of facilities shall be submitted on regular District forms provided for such use and subject to the provisions of the Civic Center Act. Individual school meetings held within or adjacent to the regular workday will not be bound by the above.

### **Section 2--Reasonable Time.**

For the purpose of this Article, "reasonable time" shall be defined to mean not interfering with or interrupting the instructional program.

### **Section 3--Communication.**

The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members. A notice must be dated and must identify the person and organization responsible for its promulgation.

### **Section 4--Pre-School Orientation.**

The Association shall be given one (1) hour on the agenda of any District-wide, pre-school orientation program for new teachers to explain the Association's activities.

### **Section 5--Right of Access.**

Authorized Association representatives shall, in accordance with the conditions noted

herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business. Upon arriving at a school site, any representative shall first report to the office of the site administrator to announce his/her presence. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours, such as, breaks, duty-free lunch periods, and before and after school.

**Section 6--Bargaining Unit Information.**

The District shall provide the Association, on or before November 1 of each year, a list of employees within the unit, their home addresses, and designated work sites. The District shall present to each new unit member, upon initial employment, an Association-supplied employee information form. Upon receipt of the completed form, the District shall forward the form to the Association.

**Section 7--Layoff Notification.**

The District shall notify the Association of any proposed layoff of unit members prior to the mailing of the layoff notices to unit members. The notice shall contain the names of unit members to receive layoff notices, along with their employment dates and current work locations.

**Section 8--Copies of the Contract.**

The District shall provide five hundred (500) copies of the Agreement to the Association and maintain a current Agreement on the Internet.

**Section 9--Association Leave.**

A. President's Leave: The President of the Association shall be granted a leave of absence for Association business. The Association shall reimburse the District at one-half the average teacher salary for each day of leave.

On any school day that the District does not have sufficient substitutes to meet the needs of the District, the Association's President shall report for a substitute assignment as directed by the District.

B. Association Time Bank: A maximum of one hundred (100) days per school year shall be granted during the term of this Agreement to unit members for Association representation. Unit members under this provision shall be allowed time off without loss of pay or benefits. The Association shall pay the long-term substitute salary for each day of absence and complete any forms required by the District for the purpose of record keeping. Except as authorized in other specific provisions of this Agreement, individual unit members may not use more than fifteen (15) Association leave days per school year.

Leaves under this subsection will be allowed for the following representation activities:

(1) Grievance Representation: Association representatives, designated to the District, shall be granted leave to investigate and process grievances. Twenty-four (24) hours' notice will be presented to the District. Individual grievance representatives may not use more than three (3) such leave days per month.

(2) Association Business: With forty-eight (48) hours' notice, Association representatives may use time as set forth in this subsection for other lawful Association business.

## **ARTICLE VII - ASSOCIATION CONSULTATION**

### **Section 1--Consultation.**

The District acknowledges the right of the Association to consult at the District level on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

### **Section 2--Notice.**

If, during the term of this Agreement, the District intends to change written Board policies and those administrative rules, regulations, and procedures subject to consultation, the District will first notify the Association and, upon request, consult with the Association representatives concerning proposed changes.

### **Section 3--Procedures.**

The Association may send a representative to attend all District committees charged with the responsibility to develop proposed Board policies in matters subject to consultation. Committees formed with the District administrative staff and/or site administrators shall be exceptions to right of Association representation provided for in this Section.

### **Section 4--Violations of Procedure.**

A. This consult procedure shall be the sole and exclusive process for communication on proposed Board policy, subject to consultation. Failure on the part of the exclusive representative to avail itself of this process, once notice has been given, shall preclude comment by representatives of the employee

organization on any such proposed Board policy. The Association reserves the right to respond to any proposed Board policy offered for consultation that has changed since presentation to the Association for consultation.

- B. If the District does not follow the consult process, the Association may file an objection with the Employee Relations Office.

**Section 5--Release Time.**

The District will provide release time and substitutes, if required, for Association representatives as set forth in Section 4(A) of this Article. Association representatives' release time shall be on the same basis as other unit members participating on the committee. Release time shall be limited to one representative per committee. If the Association appoints a committee member or an Association nominee is appointed, that person shall be the Association representative for purposes of this Section.

**Section 6--Desegregation and Integration.**

A free exchange of information between the District and the Association is desirable for an effective Desegregation and Integration Program. The District and the Association will use the "Consult Process" set forth in this Article VII of this Agreement to resolve problems and issues that develop as the Desegregation and Integration Program is implemented.

## **ARTICLE VIII - ASSOCIATION SECURITY**

### **Section 1--Payroll Deduction of Membership Dues.**

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District on the Payroll Deduction form supplied by the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Association. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period that commences thirty (30) days or more after submission to the District's Payroll Office.

### **Section 2--Fair Share.**

Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a service fee. The service fee shall be established by the Association. The service fee shall be payable to the Association in a one-lump cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 1 of this Article. There shall be no charge to the Association for such mandatory service-fee deductions.



**Section 3--Alternate Payment.**

In the event a unit member cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay the service fee to the Association, he/she shall not be required to join, maintain membership in, or financially support the Association as a condition of employment, except that such unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to either the Arrowhead United Way, Child Welfare Fund, or the Foundation to Assist California Teachers. Such payment shall be made within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before October 1 of each school year.

**Section 4--Remitting Dues and Service Fees.**

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

**Section 5--Information.**

The Association shall furnish any information needed by the District to fulfill the provisions of this Article.

**Section 6--Indemnification.**

The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement that may arise by reason of, or resulting from the operation of Article VIII of this Agreement. The Association shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation. Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all Parties protected by this Section 6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

## **ARTICLE IX - CITIZENS' COMPLAINT PROCEDURES**

### **Section 1--Investigations.**

All significant complaints will be investigated. Individual unit members who are the subject of a citizen's complaint that is of a significant nature shall be informed of this complaint. In the case of signed written complaints filed with the District's Chief Human Resources Officer, a copy of the complaint shall be forwarded to the employee within ten (10) working days of receipt. The District shall be responsible to provide the unit member with a copy of the original written statement and/or a written statement of the substance and specific allegations of the complaint with the complainant identified.

## **ARTICLE X - CREDENTIALS AND QUALIFICATIONS**

### **Section 1--Physical Examination.**

The District will pay any or all fees charged by the District-approved clinic for x-ray or intradermal tests to detect tuberculosis as required by the District for unit members. Unit members who wish to provide x-ray or intradermal clearances from personal physicians may do so, utilizing medical coverage provided under District plans. Additional expense resulting from use of private medical facilities shall not be borne by the District. Such physical examination will be required at least once each four (4) years or more often if recommended by the San Bernardino County Health Officer.

### **Section 2--Professional Growth.**

- A. This Section applies to those unit members who acquire a clear multiple- or single-subject teaching credential after August 31, 1985.
- B. Those unit members to whom this Section applies shall develop an individual program of professional growth that consists of a minimum of one hundred and fifty (150) clock hours of participation in activities that contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a clear credential is issued after September 1, 1985.
- C. Each unit member who obtains a clear credential after August 31, 1985, shall develop a professional growth program that shall be consistent with the requirements of law, regulations adopted pursuant to law, and District needs. Acceptable activities shall include:
  - (1) Completion of courses offered by accredited colleges and universities.

- (2) Participation in professional conferences, workshops, teacher center programs, or staff development programs.
- (3) Service as a mentor teacher.
- (4) Participation in District curriculum development programs.
- (5) Participation in educational research or innovation efforts.
- (6) Participation in systematic programs of observation and analysis of teaching service.

Service in a leadership role in a professional organization. For the service to be acceptable the unit member must serve as an elected officer, a chair of a committee, or an official representative of an organization of professional educators, and the unit member must participate in charting, planning, or forming educational or professional policies, positions, or directives for the organization to pursue. Excluded are activities related to collective bargaining.

- D. A clock hour is determined by the actual time spent in the activity. Each semester unit earned at an accredited college or university shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.
- E. Prior to beginning an activity that could accumulate clock hours, the unit member shall submit the proposed activity on District forms to his/her professional growth advisor.
- F. The unit member is responsible for the submission, accuracy, and truthfulness of all reports relating to acceptable activities and the clock hours claimed.
- G. Certification of full compliance with the requirements of the five (5) year program shall be submitted by the unit member on District forms to his/her professional growth advisor no later than ninety (90) days prior to the expiration of the five (5) year period.

H. Unit members may appeal adverse actions under this Section to Level II of the grievance procedure found in Article XXIV of this Agreement. If the grievance is not resolved at Level II, the unit member may appeal to the Commission on Teacher Credentialing as provided by law. Grievances arising out of this Section shall not be subject to the arbitration provisions set forth in Article XXIV of this Agreement.

## **ARTICLE XI - WAGES**

### **Section 1--Wage.**

Unit members placed on the regular certificated salary schedule shall be paid a per diem rate of pay as set forth in Appendix "A."

### **Section 2--Extra-Duty Pay.**

The District will pay unit members, if assigned to extra-duty activities, as set forth in Appendix "C." Such compensation will be paid only upon completion of all assigned activities as verified by the immediate supervisor.

### **Section 3--Mileage Reimbursement.**

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established by District policy. Unit members covered by this Agreement shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that employee travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

### **Section 4--Adult School Rate.**

Adult School teachers shall be paid an hourly rate of pay as set forth in Appendix "D."

### **Section 5--Psychologists.**

Psychologists shall be paid a per diem rate of pay as set forth in Appendix "E."

**Section 6--Permit Teachers.**

Permit teachers shall be paid a per diem rate of pay as set forth in Appendix "F." In addition, the permit teacher at Children's Centers with multiple classrooms designated by the District as head teacher shall be paid an additional thirty dollars (\$30.00) per month.

**Section 7--Regularly Scheduled Part-Time, Summer School, and Intersession**

**Rate.**

Unit members paid on the regular certificated salary schedule, as provided for in Section 1 of this Article, shall be paid an hourly rate for work in special programs that increase their work day or work year. No payment shall be authorized under this agreement unless the unit member has received prior written approval from the District's chief personnel officer to work the added hours required by the special program.

- A. \$34.24 per hour when teaching classes in the summer school program.
- B. \$30.31 per hour when teaching classes where attendance is taken and the unit member issues credit and grades for student work.
- C. \$27.88 per hour when supervising students or professional assignments, including curriculum writing and mandated in-service training.
- D. \$20.61 per hour when attending in-service training, except when the unit member accepts a stipend to attend in-service training program.

**Section 8--Cluster Leader Counselors Stipend.**

Unit members appointed as cluster leader counselors by the District from among elementary and middle school counselors shall be paid an annual stipend of \$4,000.



**Section 9--Temporary Teachers.**

Unit members on a temporary contract shall be placed on the appropriate salary schedule based upon training and experience in accordance with policy.

**Section 10--Initial Salary Placement.**

Policy covering maximum initial step placement based upon years of service shall be determined by the District, based upon recruitment needs of the District.

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

High School departmental chairpersons are appointed by the principal after consideration of the recommendation of the staff within the department. The high school departmental chairperson shall be paid the following for the extra duties and responsibilities of the position, including attendance at one (1) department chair meeting within one (1) week prior to the beginning of the work year:

Independent Study	1½% of Column XX, Step 1
Alternative & Continuation	1½% of Column XX, Step 1
SLC Team Leaders (High School Only)	
	5% of Column XX, Step 1
19 or less sections	3% of Column XX, Step 1
29 sections	4% of Column XX, Step 1
39 sections	5% of Column XX, Step 1
40 or more sections	6% of Column XX, Step 1
Head Counselor	6% of Column XX, Step 1

The additional compensation shall be added to base pay as set forth in Section 1 of this Article XI so as to be included in the regular pay warrant and computed for retirement purposes.

**Section 12--Special School Extended Year.**

Special day class teachers assigned to special schools shall be paid their per diem rate of pay as set forth in Section 1 of this Article XI when teaching an extended-year program.

**Section 13--Special Compensation.**

- A. The District shall reimburse unit members for the cost of not more than one (1) complete examination for the Bilingual Certificate of Competence or the Bilingual Cross Cultural Language and Academic Development Certificate in Target Language Spanish. The reimbursement shall also include the Bilingual Cross Cultural Language and Academic Development Certificate application fee. All reimbursements will be made after successful registration of the Bilingual Cross Cultural Language and Academic Development Certificate with the District.
- B. Unit members who teach in a District-designated Alternative Bilingual Education (ABE) classroom 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) 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.

- C. Speech and Hearing Specialists shall be paid a factor of five percent (5%) of their per diem rate of pay as determined by their placement on Appendix A of this agreement.

The District shall offer a one-time recruitment bonus of fifteen hundred dollars (\$1500) to newly hired full-time Speech and Hearing Specialists. The fifteen hundred dollar (\$1500) signing bonus will be paid upon completion of the first month of initial full-time employment.

- 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 third (3rd) such assignment, twenty-five dollars (\$25.00) per period of thirty (30) minutes to eighty-seven (87) minutes and forty-five dollars (\$45.00) per block scheduled period of eighty-eight (88) minutes or more.

- E. Unit members who are featured presenters on their days off at District-approved student release day(s) in-service training programs shall be paid their per diem rate set forth in Section 1 of this Article.

- F. To staff class periods that cannot be combined to constitute a full-time teaching assignment, the District may offer high school and middle school teachers the hourly rate set forth in Article XI, Section 7 (A) to **regularly teach** a class on the school's master schedule during the teacher's scheduled conference period. The teacher may leave work fifteen (15) minutes after the last period, unless required to attend to professional obligations including, but not limited to, meetings, parent and/or student conference, etc.

- G. The District may offer an initial one-time recruitment bonus to newly hired fully

credentialed teachers in hard to fill subject areas, as determined by the District, when funds are available for that purpose. The District and Association will meet and negotiate the specifics of these bonuses prior to implementation.

**Section 14--Substitute Rate.**

Unit members paid on the regular certificated salary schedule as provided for in Section 1 of this Article shall be paid the long-term substitute rate when they work as a substitute during their off-track intersession or other scheduled time off.

**Section 15--Special Intersession Class.**

During their off-track intersession, unit members working the four-track, year-round schedule may be employed by the District to provide regular instruction in a special intersession class which the District credits towards the state minimum of 180 school days. If the unit member agrees to the extra assignment he/she shall be paid his/her daily rate of pay as set forth in Section 1 of this Article.

**Section 16--Middle School Departmental Chairpersons and Team Leaders.**

Middle School departmental chairpersons and team leaders shall be paid one and one-half percent (1½ %) of column XX, Step 1 for the extra duties and responsibilities of the position.

**Section 17--Adult School Departmental Chairpersons.**

Adult School departmental chairpersons are appointed by the principal after consideration of the recommendations of the staff within the department. The Adult School department chairperson shall be paid the following for the extra duties and responsibilities of the position, including attendance at one (1) department chair meeting within one (1) week prior to the beginning of the work year:

<u>Hours of Instruction</u>	<u>Additional Hours of Pay Per Year Based</u>
<u>Per Week</u>	<u>on Adult Step 4 With B.A. Degree</u>

200 or less hours	40 hours
300 or less hours	50 hours
400 or less hours	60 hours
401 or more hours	70 hours

**Section 18--Resource Specialist Development Program.**

Tenured unit members may make application for tuition reimbursement to attend accredited college or university courses for the purpose of obtaining a Resource Specialist Credential to authorize them to fill a resource specialist position within the District.

Request for reimbursement of tuition costs must be approved in advance by the District. In addition, applicants shall submit a description of the course(s) content and its/their applicability to an approved program of studies leading to a Resource Specialist Credential. Tuition for classes shall be limited to the amount charged by the California State University System. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" or better and verification of grade(s) and costs.

After obtaining a California Certification for Resource Specialist service, unit members participating in this "Resource Specialist Development Program" may be required to serve in a District resource specialist position for not less than five (5) years. If required, failure to serve in a District resource specialist position shall result in a payroll deduction of all tuition reimbursement under this program. Other methods for repayment of tuition reimbursement may be mutually agreed upon by the District and the unit member.

**Section 19--Elementary Combination Classes.**

An annual stipend of seven hundred and fifty dollars (\$750) shall be paid to elementary classroom teachers who commence teaching non-reduced-size combination classes prior to December

**Section 20--Instructional Time and Staff Development Programs.**

Classroom teachers that attend voluntary in-service training as part of the Instructional Time and Staff Development Reform Program (hereinafter referred to as "Program") will be paid their per-diem rate of pay, as set forth in Section 1 of this Article XI, for each day of actual attendance, subject to the following:

- A. Each staff development day must be equal in length to a full workday, as set forth in Article XIV, Section 2, of this Collective Bargaining Agreement, or equivalent.
- B. Each unit member be in attendance for the full staff development day and must sign in upon arrival and sign out upon departure.
- C. Paid leave, as set forth in Article XX of this Collective Bargaining Agreement, shall not be used for any of the three (3) days of staff development under the terms of the Program.
- D. This Section 20 shall be administered in conformity with Senate Bill 1193 and shall implement regulations adopted by the State Board of Education and/or the State Superintendent of Public Instruction.
- E. The Association, upon request, may consult at the District level on the scheduling and content of District wide staff development days included as part of the Program set forth in item one above.

## **ARTICLE XII – HEALTH AND WELFARE BENEFITS**

### **Section 1--Insurance Benefits.**

The District shall make available group health, life, and dental insurance benefits to full-time and part-time employees. Employees are required to sign-up for such benefits within thirty (30) days of the first contract day of service. After initial enrollment any change in life status, i.e. marriage, birth, or adoption of a child must be made within thirty (30) days of the occurrence.

The District shall pay the full cost of group dental insurance premiums for full-time unit member and eligible dependents and full-time unit member's group life insurance premiums. The District shall pay the full cost of group health insurance premiums for eligible full-time unit members and eligible dependents enrolled in the least expensive of the group health plans. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant.

### **Section 2--Administration.**

The District reserves the sole right to select, change, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future during the term of this Agreement. No changes in insurance carrier or methods of funding coverage shall result in a reduction of benefits, except as provided for in Section 4(A) of this Article.

### **Section 3--Eligibility.**

A full-time unit members shall have the total District contribution toward payment for benefits for the unit member and eligible dependents, except as provided for in Section

1 of this Article. Part-time contract unit members covered by this Contract shall have the right to a proportionate share of the total benefit payment if the unit member elects to pay the remaining share of the cost of coverage. Proration shall be based on proportion of full-time employment.

**Section 4--Insurance Committee.**

- A. The Association shall have two (2) positions on the District Insurance Committee, which shall represent one-third (1/3) of the voting membership. The Committee will review claims experience and the administration of the group insurance programs in order to contain insurance costs. The Committee shall have the authority to make recommendations to the Association and the Board of Education for the purpose of cost containment. Recommendations made by the Insurance Committee shall be made by consensus. Failure to reach consensus will result in a two-thirds (2/3) vote of the total membership of the Committee. At least one (1) member of each constituent group must vote on the prevailing side. Failure to reach an agreement will result in resolution through negotiations with the Association.
- B. During the term of this Agreement, the Association shall have the right to call for the creation of a Joint Study Committee to determine the feasibility of establishing an Employer/Employee Trust to administer the group insurance benefits provided for in this Agreement. The recommendations, if any, of the Joint Study Committee shall be reported to the Association and District.

**Section 5--Insurance Cost Containment.**

The Association and the District agree to work towards insurance cost containment.



As part of this effort, joint employee awareness programs will be conducted.

**Section 6--Employee Assistance Program.**

The District shall provide an Employee Assistance Program (EAP).

## **ARTICLE XIII - RETIREE HEALTH INSURANCE**

### **Section 1--Program.**

During the term of this Agreement, the District shall provide group health insurance benefits to unit members who retire following not less than fifteen (15) years of continuous full-time District employment.

### **Section 2--District Contribution.**

In order to receive benefits under this Article XIII, the unit member must:

- A. The District shall contribute an amount not to exceed the premium for an active employee charged under the tier structure during the term of this Agreement for the least expensive of the District's group health insurance plans.
- B. The District contribution for the post retirement medical benefit shall not exceed five (5) consecutive years immediately following retirement, unless the unit member has accumulated in excess of one thousand, two hundred (1,200) hours of sick leave. Unit members who have accumulated in excess of one thousand, two hundred (1,200) hours of sick leave on their last day of service shall receive the District contributions for post-retirement medical benefits for a period not to exceed six (6) consecutive years immediately following retirement.
- C. The District will contribute an amount up to the limit set forth in sub-section A above for the retired unit member and eligible dependents. Should the cost of the District's insurance program exceed the amount set forth in sub-section A above, it will be the retiree's obligation to pay the difference, as requested by the District.
- D. The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members.

If the retired unit member lives outside of the service area of the District-adopted programs, the District will re-reimburse the retired unit member for hospital and medical insurance, up to the limit set forth in sub-section A of this Section.

**Section 3--Terms of the Program.**

- A. Unit members must submit a retirement letter to the District ninety (90) days preceding retirement.
- B. Unit members must be eligible to retire and must retire in order to participate in the program.
- C. Upon reaching eligibility for Medicare benefits, the retired unit member and/or covered dependent(s) must enroll in a senior plan for retirees offered by the District-adopted group health insurance plans.
- D. Upon entering the program, former unit members cease to be unit member for the purposes of this Agreement.
- E. Unit members are not eligible to participate as both a retiree employee and as a dependent in group health plans. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one District retiree/employee.

## ARTICLE XIV - HOURS OF EMPLOYMENT

### **Section 1--Work Year.**

A. The established work year for unit members shall be as follows:

	Single Track and Standard Year	Multi-Track Year Round
Adult Education Head Counselor	215	
Athletic Director	215	
BTSA Support Provider	187	215
Child Center Permit Teacher	228	
Classroom Teacher	187	
Consulting Teacher	187	215
Early Start Teacher	207	
Elementary Counselor	187	205
Elementary P.E. Teacher	187	215
Hearing Panel Member	215	
Language Development Specialist-- Resource Teacher	187	215
Learning Handicapped Resource Specialist	187	215
Librarian	197	215
Middle School Counselor	187	205
Mild/Moderate Special Ed. Teacher – Designated Instructional Services	187	215
Nurse	200	200

Preschool Permit Teacher	184	
Program Facilitator	187	215
Program Specialist	215	215
Psychologist	197	215
Resource Teacher	187	215
ROTC Teacher	202	
SDC Teacher—Special Schools	187	
Secondary Categorical Specialist	228	
Senior High School Counselor	189	
Senior High School Head Counselor	215	
Special Education Counselor	189	
Speech Therapist	187	215
Support Teacher	187	215
Teacher on Assignment		215

Unless otherwise designated, a work year for unit members shall be 187 days for those serving single tracks and standard year tracks and 215 days for those unit members serving all tracks on the year-round calendar.

- B. During the first year of employment with the District, teachers may be required to work two (2) additional days. The additional two (2) days shall be for the purposes of orientation and in-service. The unit member shall be paid the hourly rate set forth in Article XI, Section 7(C), for required attendance at new-teacher orientation, if any.
- C. The District shall establish the number of teaching days, parent conference days,

workshop days, and other duty days. If, for any unforeseen reason, the number of teaching days falls below the state minimum, the District has the right to require sufficient additional workdays at no additional cost to the District to meet minimum state requirements.

- D. The minimum work year for full-time Adult Education teachers shall be 1,086 hours.

**Section 2--Work Day.**

- A. Classroom teachers shall report, as designated by the District, twenty (20) minutes prior to the beginning of the regular first class or period, and shall remain at their work site fifteen (15) minutes following the end of the regular last class or period unless released earlier by their supervisor to attend a District activity. This minimum workday shall be exclusive of lunch, staff meetings, and adjunctive duties.

For the 2015-2016 school year, the work day shall increase by fifteen (15) minutes, which shall be used for preparation, planning, and other professional activities. The fifteen (15) minute increase will be added to the beginning of the work day at the elementary level, and at the end of the work day at the secondary level.

Classroom teachers at San Andreas High School shall report to work, as designated by the District, 2,050 minutes per week, exclusive of lunch, staff meetings, and adjunctive duties.

- B. Counselors shall have the same workday as classroom teachers at the respective work sites. The starting and ending times of the workday may be adjusted by one (1) hour by the supervisor to meet the needs of the District. The workday

shall be exclusive of lunch, staff meetings, and adjunctive duties.

- C. Nurses shall work, as assigned by the District, 2,050 minutes per week, exclusive of lunch, staff meetings, and adjunctive duties.
- D. Psychologists shall work a forty-hour week, exclusive of lunch.
- E. Unit members assigned to the hearing panel or as teachers on curricular assignment to Educational Services may be assigned to work up to forty (40) hours per week, exclusive of lunch, when required by the work load.
- F. Adult Education full-time teachers shall provide at least thirty (30) hours per week of classroom instruction.
- G. Permit teachers shall work eight (8) hours per day.
- H. Unit members assigned to work as program specialists in programs, such as Learning Handicapped in regular classes, driver education, and program facilitators shall work a forty (40) hour week as scheduled by the District. The unit member shall be paid a base per diem salary five percent (5%) above the per diem pay as set forth in Article XI, Section 1.
- I. Unit members in an extended-year program that provides services to students on all four tracks in a year-round program must submit to their supervisor an annual work schedule showing workdays and non-workdays. Once approved by the supervisor, the annual work schedule may be changed only by mutual consent of the unit member and the supervisor.
- J. Librarians shall work a forty-hour (40-hour) week, exclusive of lunch. Librarians shall be paid a base per diem salary five per cent (5%) above the per diem pay as set forth in Article XI, Section 1.

### **Section 3--School Meetings.**

- A. Definition: For the purposes of this section shall include any required meeting called by the principal or his/her designee(s) or a District administrator, that is designated as a faculty, departmental, grade-level, curricular, professional development/in-service meeting or training, that is held at the work site.
- B. Unit members shall be available after the regular daily school schedule on Monday, Tuesday, and Thursday to attend these required school meetings. Such meetings shall begin within fifteen (15) minutes after the completion of the scheduled minimum workday and shall not exceed sixty (60) minutes per meeting. No required meetings shall be held on Wednesday and Friday afternoons.
- C. With concurrence of the majority of the staff and the site administrator, school meetings may be held before the start of the school workday or during lunch, excluding thirty (30) minutes of duty-free time. Such meetings shall be in lieu of one or more of the required after school meetings.
- D. A minimum of one (1) workday's notice will be given to attend these required school meetings.
- E. There shall be no more than two (2) required school meetings during any one (1) workweek.
- F. Unused school meetings during any given week may be banked up to a maximum of five (5) meetings to be used prior to the end of the school year. Under these circumstances the banked time shall only be used for any required school meeting. Five (5) working days' notice shall be given to unit members prior to using banked meetings. No more than one (1) banked school meeting may be



used in a given week.

- G. Unit members assigned to high schools may be required to attend a school meeting on Wednesdays in order to meet with an accreditation team.
- H. Voluntary in-service meetings in which the unit member is paid to attend shall not be held on Wednesday afternoons unless no alternative day is available.
- I. In the event of critical need, unit members may be required to attend staff meetings on any workday, with less than one (1) days' notice. Examples of critical need include, but are not limited to, environmental hazards, student or civil unrest, criminal activity, or other serious events of the same magnitude.

**Section 4--Lunch Period.**

Unit members shall have a duty-free lunch period of thirty (30) consecutive minutes. The length of the lunch period may be extended by the site administrator to conform to not more than the applicable student lunch period.

**Section 5--Conference or Preparation Periods.**

Each regular secondary school shall develop a master schedule that includes a daily preparation conference period for each classroom teacher. Secondary schools that have implemented block scheduling shall develop a master schedule that includes for each classroom teacher at least as much conference/preparation time per week as he/she would have received from a traditional master schedule that includes a daily conference/preparation period. Each regular elementary school shall develop a schedule that includes a weekly fifty (50) minute preparation or conference period for classroom teachers assigned to grades one through six (1-6) and all-day kindergarten. Special schools do not have preparation or conference periods. Preparation and

conference periods constitute work time that must be used for preparation, planning, conferencing, and other professional activities.

**Section 6—Professional Duties.**

In addition to the minimum workday provided in Section 2 above, all unit members shall be responsible for other assigned duties, including, but not limited to, conferring and counseling with pupils, parents, staff, and administrators; attending faculty, departmental, and grade-level meetings; assuming responsibility for the proper use and control of District property, materials, supplies, and equipment; supervising pupils within and outside the classroom and class hours; supervising activities as assigned; participating in parent, and community activities; and participating in approved staff-development programs.

Evening Activities

- A. All teachers shall attend the Back-to-School Night and/or Open House at their respective schools. The site administrator may substitute another evening activity for either Back-to-School Night or Open House, (i.e. graduation). Teachers volunteering for sponsorship of pupil organizations shall be exempted from evening activities other than those assignments listed above. Other evening and/or afternoon supervisory activities shall be voluntary unless there is not a sufficient number of volunteers, in which case the District, or site administrator, shall make required assignments; in making such assignments, every effort shall be made to do so on the basis of an equitable rotation.

Adjunctive Duties

- B. Adjunctive duties are defined as supervisions which are outside the regular work day or during an employee’s non work time. Adjunctive duties would not include

responsibilities for which an employee is elected or covered under professional duties. In assigning adjunctive duties, the District, or site administrator, shall make every effort to do so equitably.

**Section 7--Parent-Teacher Conferences.**

During that time scheduled by the District for parent-teacher conferences, classroom teachers and resource specialists required to hold parent-teacher conferences may be released fifteen (15) minutes after the end of the last class or period, if no conferences are scheduled. Regular proficiency test conferences shall be scheduled at the same time as the regular conferences. If conferences are scheduled, a teacher shall be released after the teacher's last conference. Conferences may be held after the minimum workday provided for in Section 2 above in order to meet the needs of parents. When conferences are scheduled past the minimum workday, the teacher shall have the responsibility to set the appointment. Classroom teachers and resource specialists shall make all reasonable efforts to complete assigned parent-teacher conferences.

**Section 8--Preparations.**

The District will attempt to assign no more than three (3) different preparations to secondary classroom teachers. A preparation shall be defined as a subject title. Classroom teachers with more than three (3) preparations, which causes a substantial increase in hours, may appeal to the Superintendent or his designee for a reduction in the number of preparations. The decision of the Superintendent or his designee shall not increase staff at the classroom teacher's school and shall be final.

**Section 9--Job Sharing.**

- A. Job sharing shall refer to two (2) or more permanent unit members voluntarily sharing one (1) or more full-time position(s).
- B. Unit members who have jointly agreed to share a job must submit an application and a plan to Human Resources prior to April 1. The job-sharing plan must include a division of responsibilities including, but not limited to, attendance at school meetings, District meetings, adjunctive duties, parent conferences, report card preparation, etc. Both unit members must attend all three (3) District mandated in-service days as a condition of the job-sharing agreement. The additional days beyond their share of contract days shall be paid at their per diem rate of pay. The plan must be approved by the supervisor and the District's Chief Human Resources Officer.
- C. Unit members working in job-sharing positions shall receive prorated salaries, benefits, and leaves. Except as set forth in subsection "D" below, contributions to the State Teachers' Retirement System (STRS) shall be proportionate to the time worked and salary earned.
- D. Job-sharing agreements shall be for one (1) year. The job-sharing agreements may be renewed by making application as set forth in subsection "B" above.
- E. Unit members sharing a job shall serve as substitutes for one another. While working as a substitute, the unit member shall be paid the substitute rate of pay adopted by the Board of Education. Unit members sharing a job may trade time with the approval of their supervisor.
- F. Should one of the unit members in a job share assignment be unable to complete the remainder of the school year, the remaining unit member shall immediately

assume the full-time position.

- G. A job-sharing agreement, once approved by the District, can be revoked only with the mutual consent of the District and both unit members sharing the job.

**Section 10--Exchange Days.**

With the approval of the unit member's immediate supervisor, a unit member may exchange up to ten (10) workdays within the same school year with another unit member. The exchanges will allow a unit member scheduled to work to be absent and be replaced by an acceptable and qualified unit member not scheduled to work, and then later reciprocate in order to make up lost workdays. The request and exchange plan for the exchange days must be filed with the immediate supervisor not less than five (5) working days prior to the exchange day(s). Failure of a unit member to carry out the obligation to reciprocate under an approved exchange agreement within the school year shall result in a loss of pay for the day(s) in question, which shall be paid to the unit member who worked the added day(s). Paid leave time shall not be used to avoid repayment of exchange days. Where disputes arise regarding the repayment of exchange days, the unit member may appeal to the District's Chief Human Resources Officer. The decision of the Chief Human Resources Officer shall be final and binding and not subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 11--Roving Assignments.**

For this section of the Agreement a roving teacher is defined as a teacher that moves from classroom to classroom monthly, during every track cycle or more than two periods per day. Except at schools where all teachers have roving room assignments, the administrators of four-track, year-round schools may designate roving teachers

after consideration of volunteers for roving assignments. In the absence of volunteers for roving assignments, the school administrator will rotate the rover assignments so that there is a fair distribution of roving assignments among unit members. The District shall make reasonable effort to provide locking storage space for the roving teacher. Teachers in their first two (2) years in the teaching profession shall not be given roving assignments if assigned prior to the first day of instruction unless no other option exists. While in the roving assignment, teachers shall be exempt from bus and yard duty.

**Section 12--Joint Study Committee.**

During the term of this Agreement, the Association shall have the right to call for the creation of a Joint Study Committee to determine the feasibility of increasing elementary preparation time at little or no cost to the District. The recommendations, if any, of the Joint Study Committee shall be reported to the Association and District.

**Section 13--Reduced-Work-Load Program.**

After reaching age fifty-five (55), unit members with more than ten (10) years of District service, of which the immediately preceding five (5) years were full-time employment, may enter into a non-revocable reduced work load part-time and receive full retirement credit, as if employed on a full-time basis. Both the District and the unit member shall contribute to the STRS the amount that would have been contributed if the unit member were employed on a full-time basis. If the agreement is for five (5) years or less, the unit member shall receive full benefits as set forth in Article XII of this Agreement as if employed full-time. Participation in the program is limited to not more than (10) years. At the end of ten (10) years or the expiration of the reduced workload part-time, the unit member must retire.

**ARTICLE XV - CLASS SIZE**

**Section 1--Elementary.**

Within twenty (20) school days after the beginning of the school year, the class size maximums will be:

<u>Maximum/Classroom</u>	
Transitional Kindergarten.....	20
Kindergarten.....	33
Grades 1 - 3.....	33
Grades 4 - 6.....	34

Maximum class sizes as stated in this Section shall be in effect until after the close of the state mandated test window if there is an increased enrollment in the school. Kindergarten maximum class sizes shall not apply during the last three school months.

**Section 2--Secondary.**

Maximum/Classroom

A. Intermediate/Middle Schools:

Within twenty (20) school days after the beginning of each semester, class size maximums will be:

- (1) Social Studies, Mathematics, Science,  
Language Arts, Foreign Language, ESOL,  
Student Government, Family Life.....36
- (2) Electives:
  - a. Art, Computer Science, Homemaking, Publications,  
Study Skills, Computer Drawing, etc.....36
  - b. Word Processing.....40

c. Music:	
Choral.....	60
Instrumental.....	60
d. Physical Education .....	50

B. Senior High:

Within twenty-five (25) school days after the beginning of the first semester and twenty (20) school days after the beginning of the second semester, class size maximums will be:

(1) Social Studies, English, Science, Mathematics, Foreign Language, Business (Except Word Processing).....	40
(2) Vocational Education, Arts & Crafts, Homemaking, Agriculture.....	32
(3) Physical Education.....	55
(4) Music.....	90
(5) Word Processing (with aide).....	65
(6) Word Processing (without aide).....	45
(7) Driver Education.....	40

Student enrollment should not exceed number of workstations for activity or lab classes, or available seating capacity in regular classes.

**Section 3--Counselors.**

A. Counselor's load shall not exceed three hundred and seventy-five (375) students for each full-time counselor, excluding special counselors, vocational counselors, and attendance counselors.

B. When counseling hours in a comprehensive high school must be decreased



because of decreasing enrollment, the part-time counselor's hours shall be reduced to preserve the ratio of three hundred and seventy-five (375) students per full-time counselor and a ratio of sixty-three (63) students per counseling hour for the part-time counselor.

- C. When counseling hours at a comprehensive high school must be increased because of increasing enrollment, counseling hours shall be added to the part-time counselor's assignment on a basis of sixty-three (63) students per counseling hour until a ratio of three hundred and seventy-five (375) students per full-time counselor is achieved.
- D. Counselors assuming responsibilities for scholarship chairpersons shall be given one (1) period free of counselees. Said counselees shall be equitably assigned to other counselors.

Within twenty (20) days after the beginning of each semester, class enrollments will not exceed the maximums indicated without the written approval of the teacher involved.

**Section 4--Special Education.**

- A. To the extent possible, the District shall maintain the following District-wide Special Education class size averages in secondary schools with departmentalized Special Education programs. These class size averages refer to the caseload for the unit member.

Elementary Learning Handicapped.....	16
Secondary Learning Handicapped.....	20
Elementary Aurally Handicapped.....	7
Secondary Aurally Handicapped.....	10

Emotionally Disturbed.....	10
Aphasic.....	13
Early Start Severely Handicapped.....	14
Preschool Severely Handicapped.....	10
Elementary Severely Handicapped.....	14
Secondary Severely Handicapped.....	14
Anderson School.....	13
Yvonne Harmon School.....	10
Carmack School.....	10

Any Special Education teacher whose class size exceeds these averages by more than three (3) students shall be paid ten dollars (\$10) per day for each student in excess of three (3) but not to exceed five (5) students above the average. Payment shall commence on the eleventh (11<sup>th</sup>) school day. No unit member may waive the provision of this section.

Elementary Learning Handicapped classes in grades Kindergarten through third shall not exceed twenty (20) students.

B. Maximum caseload for resource specialist in the Learning Handicapped Program shall be as follows:

187-day work year	twenty-eight.....(28)
215-day work year	thirty-three.....(33)
228-day work year	thirty-five.....(35)

The maximum number of students on track at any one time for each year-round resource specialist shall not exceed twenty-eight (28).

C. The District average caseload for speech therapists shall not exceed fifty-five (55) for 184-day work year or sixty-five (65) for 215-day work year

**Section 5--Librarians.**

The District shall maintain the existing staffing policy for the allocation of librarian positions.

**Section 6--Music Classes.**

Music teachers, with the approval of their supervisor, may elect to reorganize their classes for the purpose of specialized instruction, including, but not limited to, creation of very small classes as well as very large classes that exceed the maximums set forth in Section 2 of this Article.

## **ARTICLE XVI - EVALUATION PROCEDURE**

For the 2015-2016 school year, this Article XVI shall remain in effect and shall be followed as described below. Effective with the 2016-2017 school year, this Article XVI shall be replaced by the new Article XVI as found in Appendix G of this Agreement.

### **Section 1--General.**

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a timely claim that the procedures in this Article have been violated.

### **Section 2--Notice and Orientation.**

Unit members designated for evaluation shall receive notice of evaluation, including the name of his/her evaluator. Within the first thirty (30) days of the school year or assignment to that work location, the evaluator shall schedule an orientation meeting with evaluatee. The evaluator shall provide the evaluatee with the following orientation information:

- A. A copy of this Article, along with an opportunity to review the Article and ask questions.
- B. An overview of the evaluation criteria.
- C. Available resources, including Beginning Teacher Support and Assistance (BTSA) support provider and consulting teacher.

**Section 3--Evaluation Criteria.**

A. Teachers shall be evaluated based upon the following:

- (1) Engaging and supporting all students in learning;
- (2) Creating and maintaining an effective environment for student learning;
- (3) Understanding and organizing subject matter for student learning;
- (4) Planning instruction and designing learning experiences for all students;
- (5) Assessing student learning;
- (6) Developing as a professional educator;
- (7) Establishing a rapport and maintaining timely communication with students, parents, staff, and administrators on the status of assigned students;
- (8) Attendance and punctuality; and
- (9) Judgment.

B. Counselors at all levels shall be evaluated on the following:

- (1) Academic Development;
- (2) Career Development;
- (3) Personal/Social Development;
- (4) Professional Development;
- (5) Professional Work Habits;
- (6) Establishing a rapport and maintaining timely communication with students, parents, staff, and administrators on the status of assigned students;
- (7) Attendance and punctuality; and
- (8) Judgment.

C. Speech and Language Pathologists shall be evaluated on the following:

- (1) Testing, Diagnosing, and Reporting;
- (2) Planning and Oversight;
- (3) Managing and Conducting Therapy;
- (4) Collaborating for Student Support;
- (5) Developing as a Professional Educator;
- (6) Professional Work Habits;
- (7) Establishing a rapport and maintaining timely communications with students, parents, staff, and administrators on the status of assigned students;
- (8) Attendance and punctuality; and
- (9) Judgment.

D. Nurses shall be evaluated on the following:

- (1) The establishment of rapport and maintenance of timely communication with students, parents, staff, and administrators on the status of assigned students;
- (2) The proper assessment of assigned students and the accurate and timely preparation of required reports;
- (3) Consultation with students, parents, staff, and administrators on specific needs of students;
- (4) Current knowledge of proper assessment techniques;
- (5) Attendance and punctuality; and
- (6) Judgment.

E. Psychologists shall be evaluated on the following:

- (1) The establishment of rapport and maintenance of timely communication with students, parents, staff, and administrators on the status of assigned students;
- (2) The accurate and timely maintenance of confidential student records and files;
- (3) Current knowledge and proper administration of assessment instruments, including accurate scoring and interpretation, and placement of students, based upon eligibility criteria, in accordance with federal and state law and District policy;
- (4) Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
- (5) Attendance and punctuality; and
- (6) Judgment.

F. Special Education program specialists shall be evaluated on the following:

- (1) The establishment of rapport and maintenance of timely communication with students, parents, staff, and administrators on the status of assigned students;
- (2) Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
- (3) Staff development activities and demonstration of instructional techniques and strategies;
- (4) Insurance that students are properly placed in Special Education

programs and knowledge of program options;

(5) Attendance and punctuality; and

(6) Judgment.

G. Librarians shall be evaluated on the following:

(1) The establishment of rapport and maintenance of timely communication with students, parents, staff, and administrators on library services;

(2) The accurate and timely maintenance of library records and adherence to the library budget;

(3) Planning, organizing and presenting a library service program involving students and staff;

(4) The establishment and maintenance of a suitable learning environment;

(5) Attendance and punctuality; and

(6) Judgment.

H. Permit Teachers shall be evaluated on the following:

(1) Engaging and supporting all students in learning;

(2) Creating and maintaining an effective environment for student learning;

(3) Understanding and organizing age appropriate content for student learning;

(4) Planning instruction and designing learning experiences for all students;

(5) Assessing student learning;

(6) Developing as a professional educator;

(7) Establishing a rapport and maintaining timely communication with students, parents, staff, and administrators on the status of assigned students;



(8) Attendance and punctuality; and

(9) Judgment.

- I. The criteria for the evaluation of other unit members shall be established by the evaluator after consultation with the unit member to be evaluated.

#### **Section 4--Observations.**

The number of observations shall routinely be three (3) or more. After the completion of the first observation, with written agreement of both the permanent unit member who has obviously satisfactory performance and the evaluator, the number of observations may be reduced to two (2) or one (1). For first-year probationary unit members, not less than two (2) observations shall be completed prior to the Christmas/Winter Recess. In the case of second-year probationary unit members, at least one (1) observation shall be completed prior to the Christmas/Winter Recess. Two (2) school days prior to the observation conference, the unit member shall receive a draft copy of the observation summary. Within ten (10) school days following the observation, the unit member shall receive a written summary of the conference. If either the evaluator or evaluatee is absent, the ten (10) school days for completion of the conference summary shall be extended by the number of days of absence.

#### **Section 5--Program Reviews.**

Program reviews of evaluatee's work may be substituted for one or more of the observations set forth in Section 4 above. If a conference was not conducted during the program review, a post program review conference shall be conducted for the following unit members:

- a. Elementary Counselors

- b. Hearing Panel Members
- c. Independent Study Teachers
- d. Librarians
- e. Middle School Counselors
- f. Nurses
- g. Program Facilitators
- h. Program Specialists
- i. Psychologists
- j. Senior High School Counselors
- k. Special Education Counselors
- l. Speech Therapists
- m. Teachers-on-Assignment

Two (2) school days prior to the program review conference, the unit member shall receive a draft copy of the program review summary. Within ten (10) school days following the program review, the unit member shall receive a written summary of the conference. If either the evaluator or evaluatee is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.

**Section 6--Performance Review.**

In addition to observations set forth in Section 4, the evaluator shall review other appropriate indicators of the unit member's performance; such as, test results, student projects, student records and other District records. When test results are used, it shall not include the use of publishers norms established by standardized tests.

**Section 7--Assistance Plan.**

At any time during the evaluation process, if the evaluator believes that the evaluatee is not making satisfactory progress, the evaluator shall meet with the unit member to develop an assistance plan. The plan must include:

- A. Identification of the specific area(s) for improvement.
- B. Specific recommendations as to how and what the unit member needs to do to improve.
- C. The specific resources the evaluator will provide the unit member, including, but not limited to, services available from Beginning Teacher Support and Assistance (BTSA) or Peer Assistance Review (PAR).
- D. A specific time for improvement.

The evaluator shall assess the progress of the evaluatee in meeting recommendations set forth in the Assistance Plan. The assessment of progress shall become part of the evaluation record.

**Section 8--Alternative Evaluation Process.**

Permanent unit members who receive an overall rating of “Meets or Exceeds” on their most recent evaluation may request an alternative evaluation process. The evaluatee may submit an alternative evaluation plan for the evaluator’s approval. The plan shall focus on the unit member’s professional development in one or more of the criteria set forth in Section 3 on this article. Once approved by the evaluator and the District’s chief personnel official or designee, that plan, along with time lines included in the plan, shall become the evaluation procedure for that unit member.

**Section 9--Evaluation.**

A written evaluation shall be presented to the unit member thirty (30) days prior to the last day of school. The unit member shall attend an evaluation conference prior to the last two (2) weeks of school. Two (2) school days prior to the evaluation conference, the unit member shall receive a copy of the evaluation. The unit member shall sign the evaluation form signifying that he/she has read the evaluation and shall be provided the opportunity to prepare a written response. The written response, if any, shall become a part of the unit member's evaluation.

**Section 10--Unsatisfactory Performance.**

Unit members receiving an overall rating of "Unsatisfactory" shall be referred to the Peer Assistance and Review Program (PAR). Within ten (10) days of receipt of an evaluation that does not meet or exceed acceptable performance, the unit member may request another evaluator for the subsequent school year. The District may designate another evaluator. If the District does not designate another evaluator, the unit member may file a request for voluntary transfer. The transfer request must be received by Human Resources prior to June 15 in order to be considered for the beginning of the next school year.

## **ARTICLE XVII - PERSONNEL FILES**

### **Section 1--Inspection.**

Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for inspection of the persons involved.

### **Section 2--Exclusions.**

Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

### **Section 3--Access.**

Every unit member shall have the right to inspect such materials, upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district. Such review shall take place during normal District business hours, and the unit member shall be released from duty for this purpose without salary reduction.

### **Section 4--Release of Materials.**

Upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials in the unit member's personnel files as set forth in Sections 1 and 2 of this Article.

### **Section 5--Copies of Materials.**

Unit members will be provided a single copy of any materials placed in the personnel file. Additional copies will be provided at a cost of ten cents (10¢) per page.

**Section 6--Derogatory Material.**

Information of a derogatory nature, except material mentioned in Section 2 of this Article, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. All such material shall be signed and dated by the person who drafted the material.

**Section 7--Confidentiality.**

Material in personnel files shall be considered as confidential. Access to personnel files shall be limited to the unit member and the unit member's representative as set forth above in this Article, and to those individuals authorized by the Assistant Superintendent, Human Resources. Such access shall be on a need-to-know basis as determined by the Assistant Superintendent, Human Resources.

**Section 8--Log.**

The District shall keep a log showing the name and date in which a personnel file was examined by individuals other than employees assigned to Human Resources. The log shall be available for examination by the unit member or Association representative, if so authorized by the unit member.

**Section 9--Positive Materials.**

When a unit member is requested by the District to write or produce curriculum materials, the unit member may prepare a summary of the unit member's work for placement in the personnel file. A copy of the summary shall be forwarded by the unit member to the management employee responsible for the curriculum development.

## **ARTICLE XVIII - DISCIPLINARY SUSPENSIONS**

### **Section 1--Suspension.**

The District shall have the right for just cause to suspend unit members without pay for not more than six (6) working days in any one (1) school year.

### **Section 2--Procedure.**

- A. Unit members and the Association shall receive written notification of the District's intent to suspend prior to such action. With the notice of intent to suspend, the unit member shall receive notice of the effective date of the intended action, a statement of charges, and a statement of particular facts upon which the charges are based. The unit member shall also receive copies of or access to documents or other materials that support the proposed action. The unit member shall be given an opportunity to respond, either orally or in writing, to the proposed action.
- B. Following the unit member's response, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.
- C. If the District determines that action should be taken, the unit member and the Association shall receive, in person or by certified mail, notice of this determination, accompanied by notice of the effective date of the action, a statement of the specific acts and/or omissions upon which the disciplinary action is based, copies of or access to documents and other materials that support the action, and a statement advising the unit member of the employee's right to appeal.

### **Section 3--Appeal.**

The unit member shall have ten (10) days following the delivery of the notice of

suspension to file a grievance at Level II of the grievance procedure. If the grievance is not resolved at Level II of the grievance procedure, the Association may request binding arbitration under the terms of the expedited arbitration procedures set forth in this Article.

**Section 4--Expedited Arbitration Procedures.**

The arbitration of appeals from suspension shall be governed by the following additional rules:

- A. Neither party may use an attorney to present the case.
- B. There shall be no court reporter present, nor shall a transcript be made.
- C. Both parties may close with oral argument. Post-hearing briefs will not be allowed.
- D. The arbitrator shall only prepare a set of simple findings of fact and an award.



## **ARTICLE XIX - TRANSFER**

### **Section 1--Definition.**

Transfer is a change of the unit member's work site that does not result in a change of base pay. Unit members may apply to transfer into resource teacher, counselor, and librarian positions without changing their work location.

### **Section 2--Posting Vacancy Notices.**

Bargaining unit vacancies occurring after the sixth (6th) week of school and prior to April 1 shall be posted on the Association bulletin board prior to filling the vacancy. Vacancies will be posted for not less than five (5) school days prior to the closing date. Unit members may file a voluntary transfer request for posted positions.

### **Section 3--Voluntary Transfers.**

- A. A permanent unit member with most recent overall evaluation rating of "Meets or Exceeds" acceptable performance may file a transfer request with Human Resources. The request shall be on a District-supplied form. The transfer request must be received by Human Resources prior to April 1 in order to be considered for the beginning of the next school year. Human Resources will return a date-stamped copy of the transfer request to the unit member.
- B. In acting on requests for voluntary transfer, the following criteria will be applied:
  - (1) Credential required for the position;
  - (2) Qualifications for the position, including prior training and successful experience, skills, knowledge, and abilities;
  - (3) Dependability and attendance;
  - (4) Ethnic balance of the staff and affirmative action goals;

- (5) Staffing for designated co-curricular activities (secondary schools only);  
and
- (6) Major and minor field of study (secondary schools only).

Where the foregoing factors are substantially equal, first (1st) preference in transfer shall be given to the applicant who has made the third (3rd) annual request for transfer, if any. Second (2nd) preference in transfer shall be given to the applicant with the greatest seniority. The District may use an oral interview panel to evaluate candidates for voluntary transfer based upon the criteria set forth in this subsection.

- C. Once selected for requested transfer, the tenured unit member may rescind his/her request with the District's agreement.
- D. The District has the right to limit voluntary transfers for any unit member to one (1) per school year.
- E. Unit members hired specifically for the Special Education or Bilingual Education programs may not transfer out of the program during their first four (4) years of employment. The District must give notice of this limitation at the time of the unit member's employment.
- F. Voluntary transfers are implemented at the next instructional break; e.g., semester, parent conference, track change, winter recess, or spring recess.
- G. If a unit member's application for voluntary transfer has been denied, the unit member may request a written explanation of the reasons for denial from the Superintendent or his designee. An answer shall be provided to the unit member within fifteen (15) days of the request.

**Section 4--Involuntary Transfers.**

- A. The District may transfer a unit member at any time for reasonable cause. Involuntary transfers shall not be arbitrary, capricious, or for disciplinary reasons.
- B. When selecting unit members for transfer as a result of staff reductions, the District shall consider unit members volunteering for transfer and the following additional criteria:
- (1) Credential required for the position;
  - (2) Qualifications for the position, including prior training and experience;
  - (3) Ethnic balance of the staff as required by law;
  - (4) Staffing for designated co-curricular activities (secondary schools only);  
and
  - (5) Major and minor field of study (secondary schools only).

Where the foregoing factors are substantially equal, the unit member with the least seniority shall be the unit member to be transferred. No involuntary transfer shall occur under this subsection if there is a qualified volunteer from the school to be reduced in staff requesting a transfer.

- C. The unit member shall receive a written statement of the reason for the transfer. The unit member may request a meeting with the District's Chief Human Resources Officer or designee to discuss the involuntary transfer.
- D. A list of open positions in the District will be made available to the Association and to any unit member being involuntarily transferred. Unit members may request the positions in order of preference. Based upon the factors set forth in subsection "B" of this Section, the District will fill open positions from among

those unit members being involuntarily transferred. Upon transfer to one of the open positions, the unit member will be considered involuntarily transferred.

- E. Unit members involuntarily transferred during the school year in different grade levels of instruction or subject changes shall be granted a reasonable time to prepare for the new assignment, not to exceed three (3) days.
- F. A unit member involuntarily transferred shall not be involuntarily transferred again for a period of two (2) years; however, the transfer of a District program from one site to another does not constitute an involuntary transfer of a unit member.
- G. Unit members returning from a leave of one year or less shall be governed by this Section 4.
- H. Within one (1) year following an involuntary transfer resulting from a staff reduction, as set forth in "B" above, a unit member has priority to return to his/her former school, if qualified to fill a vacancy. The District has no obligation to give notice to the unit member of any vacancy or right to return. When a vacancy occurs, the unit member must inform the District if he/she wishes to return to his/her prior school of assignment.

**Section 5--School Closure.**

If a school site is closed, unit members at the closed site, if qualified, shall be granted first priority in filling vacant positions at the school or schools at which the students at the closed school are being placed for the succeeding school year. Said positions shall not be deemed to exist unless there is sufficient enrollment to maintain the position past the first twenty (20) days of the school year. In addition, unit members from closed schools shall have first priority to fill all vacancies for which they are

qualified, with selection based upon the criteria set forth in Section 3(B) of this Article. In order to accomplish the purpose of this Section, the District may limit the provisions of Sections 2 and 3 of this Article to unit members displaced by school closures. For purposes of this Section 5, schools converted to year-round education shall be treated as a school closure. In addition, when the grade level at a school site is moved to another site, the affected unit members shall be governed by this Section 5.

**Section 6--Itinerant Transfers.**

Itinerant unit members (those who have more than one work site) may apply for vacant itinerant assignments as provided for in Sections 2 and 3 of this Article. The application for transfer shall be on District-provided Itinerant Transfer Application forms.

**Section 7--Seniority.**

For purposes of this Article XIX, seniority is established by the unit member's date of credentialed employment with the District. If there has been a break in service, the most recent date of employment shall be used. Those unit members whose dates of employment with the District are the same shall have their seniority established by lot. In cases of involuntary transfer, high school Departmental Chairpersons shall have the greatest seniority. When designated in writing to the District, Association Building Representatives shall have the greatest seniority following Departmental Chairperson.

**Section 8--Transfer Information.**

The District shall provide the Association with one (1) copy of the Notice of Personnel Action showing all transfers of unit members.

## ARTICLE XX - LEAVES

### **Section 1--Sick Leave.**

A. Full-time unit members shall be entitled to annual sick leave based upon their work year as set forth in Article XIV, Section 1, as follows:

- 220- to 228-day work year: 12 sick leave days
- 200- to 219-day work year: 11 sick leave days
- 184- to 199-day work year: 10 sick leave days

Unused sick leave shall accrue from school year to school year. Full-time Adult Education and hourly teachers shall accrue sick leave on the basis of one (1) day each month of employment. Regularly scheduled part-time, summer school, and intersession teachers shall earn one (1) day of sick leave for every seventeen (17) days worked or one (1) hour of sick leave for every seventeen (17) hours worked.

B. Unit members shall have their annual sick leave credited to their account at the beginning of each school year, whether or not it has already been earned. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the amount of such unearned sick leave deducted from the final paycheck.

C. Sick leave may be used for authorized absences from duty because of illness, injury, or exposure to contagious disease that prevents the unit member from performing the duties of his/her job. Unit members may use sick leave to visit a medical doctor, dentist, chiropractor, recognized religious practitioner, optometrist, or other practitioners licensed to provide health care services, or to receive prescriptive therapy.

D. Pregnancy, miscarriage, childbirth, or recovery therefrom is a temporary disability for which sick leave may be used. The date of commencement of

absence from duties because of pregnancy, miscarriage, childbirth, or recovery there from shall be determined by competent medical authority selected by the employee. The resumption of duties will also be determined by competent medical authority and shall be based on the medical verification of the employee's physical ability to perform assigned duties.

**Section 2--Extended Sick Leave.**

When a unit member has exhausted all earned sick leave as provided for in Section 1 of this Article and continues to be absent on account of the same illness or accident, such unit member shall be granted additional non-accumulated leave not to exceed one hundred (100) work days. The conditions for this leave are as follows:

- A. The unit member's salary shall be reduced by the amount actually paid a substitute. Such amount is based upon the District-established rate of pay for substitutes. If no substitute is employed, the amount deducted shall be the established rate of pay for the day-to-day substitute.
- B. Not more than one hundred (100) work days of extended-illness leave may be taken for the same illness or injury. The term "same illness or injury" includes a continuation of a pre-existing or chronic illness or injury.
- C. The unit member shall be required to submit an attending physician's verification of illness and off-work order in order to receive extended-sick-leave benefits. Periodic medical reports may be required during the period of extended-sick-leave benefits. Receipt of benefits under this Section 2 may be conditioned upon certification of disability from a District-appointed physician.
- D. If, after exhausting all paid leave, a unit member is not medically able to assume the duties of his/her position, the unit member may apply for a non-paid leave

of absence as provided for in Section 14 of this Article or receive catastrophic leave benefits as provided for in Section 17 of this Article.

- E. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the one hundred (100) work days provided for in this Section, and the unit member is not medically able to resume the duties of his or her position, the unit member shall be placed on a re-employment list for a period of 24 months if the unit member is on probationary status or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able, during the 24- or 39-month period, the unit member shall return to employment in a position for which he or she is credentialed and qualified.

### **Section 3--Verification.**

The District reserves the right to require, for good cause, proof of illness or an attending physician's verification of illness. Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence involving surgery, serious illness, or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. Unit members may be required to submit to medical examination(s) by District-appointed physician(s), at District expense, for good cause.

### **Section 4--Industrial Accident and Illness Leave.**

Unit members who sustain illness or injury arising out of and in the course of their employment with the District shall be entitled to Industrial Accident and Illness Leave,



as set forth in the following conditions and regulations:

- A. Any absence that is supported by an authorized doctor's certificate and is verified by the District's Workers' Compensation Office as qualified for Workers' Compensation is an absence payable under Industrial Accident and Illness Leave. Industrial Accident and Illness Leave is to be paid in lieu of temporary disability payments, and entitlement to the leave is governed by the Education Code.

Initially, the unit member's sick leave will be charged for the absence. Once the Workers' Compensation Office has verified eligibility for Industrial Accident and Illness Leave, the sick leave for the authorized number of days will be reimbursed and Industrial Accident and Illness Leave will be charged. (In the event the unit member is out of sick leave, appropriate payroll deductions will be made. Reimbursement will be made on the next warrant following approval of Industrial Accident and Illness Leave.)

- B. A maximum of sixty (60) workdays of Industrial Accident and Illness or Accident is allowable for any one (1) illness or accident, and shall be used in lieu of entitlement to any other paid leave.

- (1) Eligibility for Industrial Accident and Illness Leave will continue for only such period as the unit member is qualified as temporarily totally disabled under the California Workers' Compensation laws or until the sixty (60) days is exhausted.
- (2) An Industrial Accident and Illness Leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.
- (3) Industrial Accident and Illness Leave shall not be accumulative from year

to year, nor from one illness/accident to another.

- C. Should the unit member's absence due to an industrial accident or illness extend beyond sixty (60) workdays, the unit member shall be permitted to use only as much of his/her accumulated sick leave, compensatory time, vacation, or other available leave which, when added to the temporary disability benefits, provides for not more than a full day's wage or salary.
- D. During any period that a unit member has paid leave benefits available for his/her use, the District shall monitor the temporary disability benefits to assure proper retirement credit and contributions for State Teachers' Retirement System (STRS).
- E. Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Accident and Illness Leave shall be reinstated in his/her position.
- F. If, after exhausting all paid leaves, a unit member is not medically able to assume the duties of his/her position, the unit member may apply for a leave of absence as provided for in Section 14 of this Article.
- G. A unit member receiving temporary disability benefits as a result of an industrial accident and illness shall remain within the State of California unless the District authorizes travel outside the state. Requests for District authorization must be directed to Certificated Human Resources through the Workers' Compensation Office.
- H. For purposes of this Agreement, the term duty refers to all scheduled working days, including legal and District-declared holidays, on which an employee in the bargaining unit is required to perform services for the District.

**Section 5--Bereavement Leave.**

If attending or required to arrange for a funeral on account of the death of any member of his/her immediate family, unit members shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles from home is involved. "Immediate family" includes: father, mother, sister, brother, daughter, son, wife, husband, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, sole surviving relative, or any person living in the immediate household of the unit member. Unit members may request approval from Human Resources for Bereavement Leave to be used in relation to the death of a relative not designated as immediate family. The decision of Human Resources to grant or deny such approval shall be final.

**Section 6--Personal Necessity Leave.**

Unit members may use accrued sick leave in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled.

A. Unit members may use all or part of seven (7) annual personal necessity days for personal emergencies. The unit member is required to give the District as much advance notice as possible and submit a District form setting forth the reasons for the leave in order to receive payment. In extraordinary circumstances, the District may grant more than seven (7) days of Personal Necessity Leave. Personal Necessity Leave for emergencies shall include any of the following:

- (1) The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the

death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave Section of this Article.

- (2) An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.
- (3) An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which, under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.
- (4) Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

B. Unit members may use not more than four (4) of the seven (7) annual personal necessity days for compelling personal business that can be transacted only during times when the unit member is required to perform services of the District.

Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using Personal Necessity Leave for compelling personal business shall be required to file a written statement on a District form with Human Resources that such leave was not used for any of the following purposes:

- (1) Recreation.
- (2) Engaging in other employment, including self-employment, either direct or indirect.
- (3) Employee organization activity.
- (4) Work stoppage, strike, or other concerted activity directed against the District.
- (5) Any illegal activity.

A request for Personal Necessity Leave for personal business must be submitted on a District form to the unit member's supervisor three (3) workdays in advance of requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use Personal Necessity Leave for personal business on the same day. Such leave may never be used the first or last five (5) days of each semester, or the day before or after a scheduled holiday or recess.

- C. In addition to the seven (7) personal necessity days set forth in Section 6(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued during  $\frac{1}{2}$  of the employee's regular work year, to attend to an illness of a child, parent, spouse, or domestic partner of the employee pursuant to "Labor Code Section 233". In no case, shall the leave available under Labor Code 233, exceed six (6) days. The unit member shall not be required to secure advance permission of such leave, but will be required to submit a District form, identifying such leave as "Labor Code Section 233", setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from shall not exceed

available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

- a. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.
- b. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Should Section 233 of the Labor Code be repealed, this provision of the contract will no longer be applicable.

- D. Unit members will be subject to appropriate discipline if the Personal Necessity Leave was used for purposes other than verified on District forms.

**Section 7--Child Rearing Leave.**

Upon request, the Board shall provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect at least until the end of the semester in which the child was born or accepted, and may, upon request, be continued until the end of the second semester following the birth or acceptance of the child. Unit members, while on Child Rearing Leave, have available to them the same rights and privileges as all other unit members on personal leave of absence. Unit members returning from Child Rearing Leave will be extended equal treatment along with all other employees returning from personal leave of absence.

**Section 8--Court Obligation Leave.**

Unit members are entitled to be absent from duties without loss of pay or benefits when

regularly called for jury duty in the manner provided by law. Court Obligation Leave may be used when the unit member is subpoenaed as a witness at a trial other than as a litigant. Leave under this Section shall be subject to the following conditions:

- A. The subpoena or court certification shall be filed with the District.
- B. The District shall deduct the jury service or witness fee from the unit member's pay. Mileage and travel expenses are not included in the jury service or witness fee.
- C. Unit members are required to return to work during any day or portion thereof within a reasonable time after being released from jury duty or witness services.

**Section 9--Conference and Workshop Leave.**

Unit members covered by this Agreement may be assigned to represent the District or otherwise attend conferences, workshops, seminars, or other professional gatherings. Under these circumstances, the legitimate expenses shall be paid by the District. The unit member shall be required to submit a statement of expenses and may be required to produce receipts. The unit member may be asked to report on the presentations at such meetings or participate in programs to pass on to other unit members information, ideas, or techniques learned at such meetings.

A unit member may wish to attend a professional development program, meeting, workshop, seminar, or conference requiring time off from assignment. Such leave may be granted when endorsed by the unit member's immediate supervisor. Excluding the cost of the substitute, all expenses shall be borne by the unit member, unless otherwise authorized.

In addition, unit members shall be granted Conference and Workshop Leave if said conference, workshop, seminar, or other professional gatherings are an approved part

of a grant or special funding proposal prepared by the unit member requesting leave under this Section.

**Section 10--Study Leave.**

The District may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

**Section 11--Military Leave.**

Leaves for the purposes of military service shall be granted pursuant to the Military and Veteran's Code.

**Section 12--Leave of Absence When Elected to the Legislature.**

Any unit member covered by this Agreement is entitled to a leave of absence when elected to the legislature. Such absence shall be without pay. Within six (6) months after the expiration of the term of office to which elected, the unit member shall return to the position held at the time of election. The salary to which he/she is entitled when returning shall be the same as it would have been had he/she not been absent for this purpose.

**Section 13--Critical Illness in the Family Leave.**

Unit members shall be entitled to a maximum of three (3) days' absence per year for critical illness in his/her immediate family. A critical illness is defined as one in which the patient's life is in danger, and there is a possibility of death. Certification by a physician that the illness is critical in nature is required on a form provided by the District and must be approved by the Certificated Human Resources Director. This



form shall not be required if the illness is followed by death of the family member. Immediate family, for purposes of this Section, shall be set forth in Section 5 of this Article.

**Section 14--Other Leaves.**

A permanent unit member may be granted a leave of absence for reasons satisfactory to the District and not enumerated elsewhere in these policies. If granted, the leave will be without pay or other compensation and shall be for a period of not less than one (1) semester and not more than one (1) school year. A leave granted under these provisions may be extended by the District from one school year into another. The unit member may request the option to purchase all fringe benefits while on Other Leaves.

**Section 15--Short Term Leave.**

Unit members may be granted a Short-Term Leave of Absence without pay for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays during any one (1) school year.

**Section 16--Family Leave.**

Unit members employed by the District more than one (1) year and who have worked not less than 1,240 hours during the prior year shall be granted not more than twelve (12) weeks of unpaid Family Leave per year as set forth in the following conditions:

- A. Family Leave may only be used for a unit member's serious illness or the birth, adoption, or serious illness of a child, or to care for a parent or spouse who has a serious illness.
- B. The District may require verification of the necessity of the leave. In addition, the District may require the unit member to submit to medical examinations by

District-appointed physicians, at District expense.

- C. All available paid leaves, such as sick leave, personal necessity leave, and extended sick leave, must be used as part of the twelve (12) weeks of Family Leave.
- D. The unit member must give as much advance notice as possible. For planned events, thirty (30) days advance notice is required.
- E. Unit member's group health and dental benefits as provided for in Article XII, Section 1, shall be maintained during approved Family Leave. If the unit member fails to return to work at the expiration of Family Leave, the unit member shall reimburse the District for all health and dental benefits paid during the Family Leave. To maintain group life insurance benefits during Family Leave, the unit member must pay the cost of premiums.
- F. At the conclusion of Family Leave, the unit member will return to the same or comparable position without loss of hours or seniority.

**Section 17--Catastrophic Leave.**

Unit members may donate accumulated sick-leave days to another unit member absent due to a non-industrial catastrophic illness or injury. The conditions for this leave are as follows:

- A. The unit member must be absent from work due to a verified non-industrial catastrophic illness or injury.
- B. The unit member must have exhausted all paid benefits set forth in this Article XX.
- C. Other unit members may make an irrevocable contribution of accumulated sick leave. The contributions by individual unit members shall be in one-day

increments and shall not exceed a maximum contribution of three (3) days to a unit member eligible for catastrophic leave.

- D. The District must determine that the unit member who has applied for catastrophic leave is unable to work due to a catastrophic illness or injury.
- E. Catastrophic leave shall not exceed thirty (30) consecutive workdays.
- F. While on catastrophic leave, the unit member shall not continue to earn additional sick leave or extended sick leave.

## **ARTICLE XXI - EMPLOYEE PROPERTY REIMBURSEMENT**

### **Section 1--General Provisions.**

The District shall repair or replace unit members' property that is damaged or stolen in the line of duty, without fault of the unit member, subject to the conditions set forth in this Article XXI.

### **Section 2--Claims.**

Claims must be filed on a District claim form within thirty (30) days of the loss and shall meet the following requirements:

- A. The loss must be promptly reported to School Police.
- B. Minimum claim of \$20.00.

### **Section 3--Claim Limits.**

Payments by the District for claims shall not exceed \$300.00 per item or \$500.00 per incident, but in no case shall exceed the lesser of:

- A. The unit member's deductible;
- B. The actual cost of repair; or
- C. The actual value of the item.

### **Section 4--Unit Member's Responsibility.**

The unit member has primary responsibility to secure and protect his/her personal property. Claims for reimbursement under this Article shall not be paid under the following circumstances:

- A. The unit member failed to take responsible steps to safeguard his/her property.
- B. The loss was a result of the unit member's negligence or lack of care.

- C. The unit member failed to take reasonable steps to recover from the known person or persons that caused the damage.

**Section 5--Automobile Claims.**

Automobile claims are subject to the following claim limits:

- A. The unit member's automobile must be parked on or adjacent to District property while the unit member is engaged in District work.
- B. Damage must be by a malicious act or vandalism.
- C. Theft must be by a District student.
- D. Collision claims and personal property taken from the vehicle are excluded from coverage under this article.
- E. The claim form must be supported by the following documentation:
  - 1. Two (2) repair estimates must be submitted with claims in excess of two hundred dollars (\$200).
  - 2. Proof of completed repair showing amount paid.
  - 3. Proof of insurance showing coverage and deductibles at time of loss.
  - 4. Any other documentation requested by the Employee Property Reimbursement Committee.

**Section 6--Personal Property Claims.**

- A. The District shall pay the cost of replacing or repairing property of a unit member, such as prescription eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by a unit member, when such item is stolen or damaged in the line of duty without fault of the unit member. Excluded are jewelry, telephones, pagers, purses or wallets including contents

and cash or cash equivalents.

- B. The District shall pay the cost of replacing or repairing tools or other property of a unit member lost or damage due to fire, burglary, or vandalism while such property is at the work site of a unit member, provided the unit member has received written authorization on District-provided forms, to bring such personal property to the work site.

**Section 7--Employee Property Reimbursement Committee.**

The Association shall have two (2) positions on the District committee, which shall represent one-third (1/3) of the voting membership. The committee will review claims and determine acceptance or rejection of claims and the amount paid on accepted claims.

## **ARTICLE XXII - REASSIGNMENT**

### **Section 1--Definition.**

Reassignment is the change of unit member's instructional assignment or track at a year-round school without a change in work site.

### **Section 2--Right of Reassignment.**

The District has the right to reassign unit members based upon the needs of the District, except as limited by the specific provisions of this Article.

Such reassignments shall not be for arbitrary, capricious, or for disciplinary reasons. Unit members reassigned shall be given the reasons for the reassignment in writing upon request of the unit member.

### **Section 3--Reassignment Procedures.**

- A. When reassignment is necessary, the District shall attempt to reassign a properly credentialed volunteer who is most qualified by his/her training and experience. The site administrator shall solicit staff preferences for instructional/track assignments prior to the end of the school year. Absent a properly credentialed volunteer who is most qualified by his/her training and experience for a track reassignment, the site administrator shall apply Section 4 below.
- B. If a properly credentialed volunteer who is most qualified by his/her training and experience is not available, the District may reassign unit members.
- C. This Section 3 does not contemplate changes in a teacher's instructional schedule within a major field of study (i.e., Math I to Algebra I).

**Section 4--Track Change Involuntary Reassignment.**

- A. The site administrator shall actively seek volunteers for a track change reassignment by written or verbal communication to staff by April 25<sup>th</sup> of the school year. Notification to the unit member of his/her involuntary track change reassignment for the following year shall be given not less than ten (10) workdays of the due date of their intent to return form.
- B. If an involuntary track change reassignment is to take place at the beginning of the school year the unit member shall be notified of the track change reassignment no later than twenty (20) workdays prior to the end of the employee's assigned track. For the purposes of this subsection the employee shall be allowed to submit a transfer request after the transfer request deadline. The transfer request shall be submitted within seven (7) workdays of the involuntary reassignment notification.
- C. An involuntary reassignment in track shall not occur after the first day of school of any track unless class size instructional needs or mandates for specialized areas arise.
- D. During the first year of the involuntary reassignment the District shall make reasonable effort to work with the employee to address prior arrangements for vacations, childcare, and personal commitments within the parameters of this agreement.
- E. When two (2) or more unit members meet the qualifications for an involuntary track change reassignment, the following criteria will be used to make the determination:
  - (1) Credential required for the position;
  - (2) Qualifications for the position, including prior training and



- experience;
- (3) Ethnic balance of the staff as required by law;
  - (4) Staffing for designated co-curricular activities (secondary schools only); and
  - (5) Major and minor field of study (secondary schools only).

Where the foregoing factors are substantially equal, the unit member with the least seniority shall be the unit member to be involuntarily reassigned.

**Section 5--Release Time.**

Unit members with an involuntary track change reassignment after the first day of the school year for that track, shall be allowed two (2) days of release time to prepare for the assignment. This Section 5 shall not apply at the secondary level for reassignments for the second semester announced three (3) weeks prior to the start of the second semester.

## **ARTICLE XXIII - TEACHER PROTECTION AND SAFETY**

### **Section 1--General.**

The District shall make every reasonable effort to provide a place of employment that is safe as the nature of the employment and assigned duties reasonably permit.

### **Section 2--Safety Equipment.**

The District shall provide safety equipment reasonably necessary to permit unit members to perform assigned duties safely. This will include an adequate number of first-aid kits and safety equipment. The location of the safety equipment shall be communicated to teachers during an initial staff meeting.

### **Section 3--Student Behavior.**

- A. Pursuant to Education Code §48910, a teacher may suspend a student from his/her class for the day of the suspension and the day following for reasons set forth in Education Code §48900. He/She shall, send the student with the suspension form to the principal for appropriate action. Prior to the end of the suspension period, the unit member shall provide documentation reflecting that he/she has followed due process and implemented progressive discipline when appropriate. Pursuant to Education Code §48910, the pupil shall not be returned to the class from which he/she was suspended, during the term of the suspension, without the concurrence of the suspending unit member and the site administrator. The pupil shall not be sent to another classroom during the term of the suspension.
- B. A unit member may exercise, during performance of his/her duties, the same degree of physical control over a pupil that a parent would be legally privileged

to exercise; but in no event shall it exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. A unit member is not required to place himself/herself in imminent danger of serious bodily injury in order to protect another employee or student from an assault.

C. Whenever any unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the unit member to promptly report the incident to his/her supervisor or law enforcement. The District and the unit member will cooperate with law enforcement at all stages of the criminal or juvenile justice system through and including prosecution.

D. Pursuant to Education Code §49079,

- (1) The District will establish a system for site administrators to inform the teacher of every student who has caused, or who has attempted to cause, serious bodily injury or injury to another person. The District shall provide the information to the teacher based upon any written records that the District maintains or receives in its ordinary course of business or receives from a law enforcement agency regarding such students.
- (2) The information provided shall be from the previous three (3) school years.
- (3) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.
- (4) Should any section of Education Code §49079 be modified or

removed by statute, this section shall be amended to comply with the statute.

- E. When students are referred to another school for adjustment purposes by the District, the cause for that transfer shall be communicated in writing to the principal or designee at the recipient school prior to the time the student is placed in the classroom if the cause is related to physical aggression, weapon possession or use, or threatening behavior towards staff. The teacher shall be notified pursuant to D(1) above.

**Section 4--Unsafe Conditions.**

It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report unsafe conditions to their supervisor and/or District safety officer. The supervisor and/or District safety officer shall promptly investigate reported unsafe conditions and order appropriate corrective action, if needed.

**Section 5--Safety Training.**

- A. The District shall provide safety training reasonably necessary to permit unit members to perform assigned duties safely.
- B. Upon request, the District will provide training on how to subdue assaultive pupils, legal use of force, and use of conflict intervention skills.
- C. Unit member required to perform specialized health care procedures will first receive training on how to safely perform the procedures. The District will also make available CPR and first aid training.

**Section 6--Disaster Service Worker.**

Pursuant to Government Code §3100, all public employees are declared to be disaster

service workers and subject to such disaster service activities as may be assigned to them by their superiors or by law. When assigned disaster service activities by the District, they are working within their scope of employment.

**Section 7--Safety Rules.**

Unit members must comply with all safety rules.

**Section 8--Safety Committee.**

The Association shall have two (2) positions on the District Safety Committee appointed by the Association, which shall represent one-third (1/3) of the membership. The Safety Committee shall meet as necessary, but no less frequently than three (3) times per fiscal year. The purpose of the committee is to review and discuss workplace safety issues and make recommendations to improve employee safety.

**Section 9--Emergency Communication.**

Unit members assigned to a school site shall have access to a telephone or other electronic communication device available to summon help in case of an emergency.

**Section 10--School Site Discipline Plan.**

- A. The District shall provide unit members with a copy of the site student discipline policies, procedures and District matrices. The information shall be provided at an initial staff meeting.
- B. The site discipline plan will be reviewed annually with the staff.
- C. When school site discipline plans are developed or reviewed by the School Site Council, the Association site representative shall be given notice of the meeting.

**Section 11--Drug and Alcohol Use.**

- A. The purpose of this Article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.
- B. The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP.
- C. Unit members shall not be under the influence of or in possession of alcohol or drugs while on District property, at work locations, or while on duty or subject to be called to duty. Unit members shall not use such substances while they are subject to District duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.
- D. Any unit member reasonably believed to be using alcohol or drugs may be required to submit to physical or psychological examination and/or urine, blood, breath and/or other designated medical or chemical tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District. A chain of custody shall be maintained on each test sample. Urine samples shall be preserved for up to two (2) years. If the unit member's urine specimen tests

positive for drugs, a second test shall be conducted using the Gas-Chromatography-Mass Spectrophotometry (GC-MS) method.

The laboratory selected to conduct the testing must meet or exceed the following professional standards:

- a) A forensic laboratory accredited by the College of American Pathologists
  - b) Adhere to the College of American Pathologists' guidelines
  - c) Membership in the California Association of Toxicologists
  - d) Participate in a voluntary proficiency screening of the California Association of Toxicologists
  - e) Have written procedures regarding equipment maintenance and toxicology testing
  - f) Maintain a maintenance log on all toxicology testing equipment
  - g) Make available a record of all laboratory employees and their qualifications
- E. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a) Slurred speech
- b) Alcohol odor on breath
- c) Unsteady walking and movement
- d) An accident involving District property
- e) Serious accident causing injury

- f) Physical altercation
- g) Verbal altercation
- h) Unusual behavior
- i) Possession of alcohol or drugs
- j) Information obtained from a reliable person with personal knowledge
- k) Failure to pass field sobriety test

Anonymous information shall not constitute the sole basis for reasonable suspicion.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

- F. A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.
- G. Depending upon the circumstances, and provided that the unit member has consented in writing to the testing, the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick-leave benefits as provided for in Article XX.



## **ARTICLE XXIV - GRIEVANCE PROCEDURE**

### **Section 1--Definition.**

- A. A grievance is a written allegation by a unit member(s) or Association that he/she/they has/have been adversely affected by an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
- B. Immediate supervisor is the lowest level administrator having jurisdiction over the grievant.
- C. "Day" means school day during which the grievant's students are required to be in attendance.

### **Section 2--General Provisions.**

- A. Every unit member shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual unit member from discussing a problem with an agent of the District and having it resolved without filing a grievance as provided herein.
- B. Grievances at both Level I and Level II shall contain a clear, concise description of the alleged violation, misinterpretation, or misapplication of a provision of this agreement, identifying the specific article(s), or section(s), the circumstances involved, and the specific remedy sought.
- C. The failure of the grievant to act within the prescribed time limits as stated in this Article will act as a bar to any further appeal.
- D. Any unit member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Association, as long as

the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- E. Hearings and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.
- F. Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program.

**Section 3--Levels of the Grievance Procedure.**

The purpose of this procedure is to secure appropriate solutions to an alleged violation, misinterpretation, or misapplication of this agreement. To that end:

- A. Informal Level: A unit member and the appropriate supervisor shall meet prior to a Level I grievance being filed in order to resolve the potential grievance. The unit member shall schedule the appointment for the meeting within ten (10) days after the unit member has knowledge or reasonably should have knowledge of

the event that caused the grievance. Should the grievance fail to be resolved at the informal level or should no site administrator be available to meet at the informal level due to non-work day status or absence, the grievant may proceed to Level I. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

- B. Level I: Any unit member who has a grievance may reduce such matter to writing within fifteen (15) days after the unit member has knowledge, or reasonably should have knowledge, of the event that caused the grievance, and submit it to the immediate supervisor who may meet with the unit member and/or an Association representative, in an attempt to resolve the matter. The immediate supervisor shall provide a written response to the grievance within ten (10) days after submission of the grievance to Level I.
- C. Level II: If the grievance is not resolved in Level I, an appeal to Level II shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the unit member and/or his/her representative, and the Superintendent or his designee, and whomever else the Superintendent or his designee elects to be present. Such meeting shall take place within ten (10) days after submission of the grievance into Level II. A written response to the grievance will be made within ten (10) days after the Level II meeting.
- D. Level III: If the grievance is not satisfactorily resolved in Level II, the Association may, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to final and binding arbitration. Within ten (10) days following receipt of the Association's notice of intent to submit the grievance to arbitration, the District shall request the

California State Conciliation Service to provide a list of seven (7) arbitrators from which the Parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator. The cost of the arbitrator's services shall be borne equally by the Association and the District. The arbitrator shall have no authority to add to, subtract from, or to alter, amend, or change any of the terms and conditions of this Agreement. The arbitrator's decision must be limited to the specific issue or issues submitted to him/her and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement.

**Section 4--Waivers.**

- A. Any of the time limits set forth in this Article may be waived by written agreement between the Parties.
- B. Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

**Section 5--Association Staff Representatives.**

Upon notice to the immediate supervisor, Association staff representatives shall be granted access at such reasonable times and to such proper areas of the District's premises when such visits are necessitated by matters concerning the administration of this Agreement.

**Section 6--Association Representation.**

The Association will exclusively receive time off from duties for the processing of grievances for unit members who are designated as Association representatives, subject to the following conditions:

- A. By no later than ten (10) days following the signing of this Agreement, the Association will designate in writing to the Superintendent the names of seven (7) unit members who are to receive time off.
- B. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.

## **ARTICLE XXV - CONCERTED ACTIVITIES**

### **Section 1--Association Obligations.**

It is agreed and understood that there will be no strike, work stoppage, slow-down, or any concerted action or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, concerted action, or other interference with the operations of the District by unit member who are represented by the Association, the Association agrees, in good faith, to take all necessary steps to cause those unit members to cease such action.

### **Section 2--Violation.**

It is agreed and understood that any unit member violating this Article may be subject to discipline, up to and including termination by the District.

### **Section 3--Breach of Agreement.**

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services provided for herein from any unit member or the Association.

### **Section 4--District Obligations.**

During the term of this Agreement or any extension thereof, the District agrees that it will not lock out unit members, refuse to submit disputes to grievance or arbitration, or refuse to abide by the final award of an arbitrator.

## **ARTICLE XXVI - EFFECT OF AGREEMENT**

### **Section 1--Complete Understanding.**

The Association and the District acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

### **Section 2--School-Site Council.**

The specific provisions of this Agreement shall prevail over any policy or decision of a school-site council.

### **Section 3--Contract Waivers.**

Specific provisions of this Agreement may be waived by written agreement of the Association and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other unit members.

## **ARTICLE XXVII - SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Should a provision or application be deemed invalid, as described in the above paragraph, the District shall re-institute any benefit reduced or eliminated to the extent allowable under law, not to exceed the limitations set forth in this Agreement.

Moreover, the Parties shall meet by mutual agreement after such court decision to renegotiate the provision or provisions affected.



## **ARTICLE XXVIII - TERM OF AGREEMENT**

### **Section 1--Duration.**

Except as otherwise provided herein and in Article XXVIII, Section 2, this Agreement shall remain in full force and effect from April 16, 2015, through June 30, 2017. The District and the Association shall reopen negotiations in accordance with Article XXVIII, Section 2, no later than April 1, 2016 for 2016-2017.

### **Section 2--Renegotiation.**

No sooner than March 1, and no later than April 1, preceding expiration of this Agreement, the Association shall present its initial proposals. No later than April 15, the Parties shall commence meeting and negotiating for a successor agreement. Any agreement reached between the Parties shall, upon request, be reduced to writing, and, if ratified by the Association and adopted by the Board of Trustees, signed by both Parties.

### **Section 3--Amendment.**

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

### **Section 4--New Legislation.**

Within thirty (30) days of the enactment of new federal or state laws that change any specific provision of this Agreement, the Parties shall meet, upon request, to renegotiate the specific provision or provisions changed by such legislation.

# **APPENDIX “A”**

## **DAILY RATE FOR CERTIFICATED PERSONNEL**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX "A" - DAILY RATE FOR CERTIFICATED PERSONNEL**  
**EFFECTIVE JULY 1, 2014 -- 5% Increase**

<b>S T E P</b>	<b>XX Bachelors (B.A.)</b>	<b>A B.A. and Credential</b>	<b>B B.A. + 30 or M.A.</b>	<b>C B.A. + 45 or M.A. + 15</b>	<b>D M.A. and 60 past B.A. or M.A. + 30</b>
(Requires post-baccalaureate upper-division and/or graduate semester hours from accredited college.)					
<b>1</b>	*	*	273.89	285.88	297.87
<b>2</b>	261.88	273.89	285.88	297.87	309.88
<b>3</b>	273.89	285.88	297.87	309.88	321.88
<b>4</b>	285.88	297.87	309.88	321.88	333.92
<b>5</b>	297.87	309.88	321.88	333.92	345.82
<b>6</b>	297.87	321.88	333.92	345.82	357.86
<b>7</b>	297.87	333.92	345.82	357.86	369.83
<b>8</b>	297.87	345.82	357.86	369.83	381.82
<b>9</b>	297.87	357.86	369.83	381.82	393.82
<b>10</b>	297.87	369.83	381.82	393.82	405.84
<b>11</b>	297.87	369.83	393.82	405.84	417.81
<b>12</b>	297.87	369.83	405.84	417.81	429.81
<b>13</b>	297.87	369.83	417.81	429.81	441.82
<b>14</b>	297.87	369.83	429.81	441.82	453.79
<b>15</b>	297.87	369.83	429.81	453.79	465.79
<b>16</b>	297.87	369.83	429.81	465.79	477.79
<b>17</b>	297.87	369.83	429.81	477.79	489.79
<b>18</b>	297.87	369.83	429.81	489.79	501.77

\*New appointments are made at Step 2, which is a two-year step.

Unit members without a preliminary or clear credential initial placement shall be on Column XX.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX "A" - DAILY RATE FOR CERTIFICATED PERSONNEL**  
**EFFECTIVE JULY 1, 2015 - 2% Increase**

<b>S T E P</b>	<b>XX Bachelors (B.A.)</b>	<b>A B.A. and Credential</b>	<b>B B.A. + 30 or M.A.</b>	<b>C B.A. + 45 or M.A. + 15</b>	<b>D M.A. and 60 past B.A. or M.A. + 30</b>
(Requires post-baccalaureate upper-division and/or graduate semester hours from accredited college.)					
<b>1</b>	*	*	279.37	291.60	303.83
<b>2</b>	267.12	279.37	291.60	303.83	316.08
<b>3</b>	279.37	291.60	303.83	316.08	328.32
<b>4</b>	291.60	303.83	316.08	328.32	340.60
<b>5</b>	303.83	316.08	328.32	340.60	352.74
<b>6</b>	303.83	328.32	340.60	352.74	365.02
<b>7</b>	303.83	340.60	352.74	365.02	377.23
<b>8</b>	303.83	352.74	365.02	377.23	389.46
<b>9</b>	303.83	365.02	377.23	389.46	401.70
<b>10</b>	303.83	377.23	389.46	401.70	413.96
<b>11</b>	303.83	377.23	401.70	413.96	426.17
<b>12</b>	303.83	377.23	413.96	426.17	438.41
<b>13</b>	303.83	377.23	426.17	438.41	450.66
<b>14</b>	303.83	377.23	438.41	450.66	462.87
<b>15</b>	303.83	377.23	438.41	462.87	475.11
<b>16</b>	303.83	377.23	438.41	475.11	487.35
<b>17</b>	303.83	377.23	438.41	487.35	499.59
<b>18</b>	303.83	377.23	438.41	499.59	511.81

\*New appointments are made at Step 2, which is a two-year step.

Unit members without a preliminary or clear credential initial placement shall be on Column XX.

# **APPENDIX “B”**

## **APPLICATION OF SALARY SCHEDULE**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX "B" - APPLICATION OF SALARY SCHEDULE**

**Section 1 - Rules Governing Step Placement.**

- A. Upon initial employment, a unit member not having previous paid, directly related experience shall be placed on step one (1) of the salary schedule.
- B. Upon initial employment, a unit member having previous paid, directly-related experience shall be given credit of one (1) step for each year of directly related experience, up to a maximum of fifteen (15) years. Only credentialed experience shall be credited. In addition, in the case of high school experience, the school must have been accredited. Paid related experience in the San Bernardino City Unified School District as a substitute, regular part-time, and adult teacher shall be credited. A year of previous teaching experience shall be defined as not less than seventy-five percent (75%) of the teacher's work year. All experience must have been attained within the past fifteen (15) years.
- C. Upon initial employment, a school nurse may be given credit of one (1) step for each year of full-time employment as a registered nurse, up to a maximum of fifteen (15) years. The experience must have been attained within the past fifteen years.
- D. Upon initial employment, a speech therapist may be given credit of one (1) step for each year of full-time employment as a speech therapist in the private sector, up to a maximum of fifteen (15) years. The experience must have been attained within the past fifteen (15) years.
- E. Upon initial employment, a unit member having previous directly related

experience at an accredited public or private college or university may be granted credit on the basis of two (2) years of college-level experience equivalent to one (1) year of experience. All experience must have been attained within the past fifteen (15) years. The determination of experience credited shall be made by the District.

- F. Upon initial employment, a vocational unit member may be granted credit for non-teaching work experience directly related to the assignment. The experience must have been attained within the past ten (10) years. Credit shall be granted on the basis of one (1) year of credit for two (2) years of experience. Previous paid teaching experience may be granted as set forth in "B" above. Combined teaching and non-teaching experience shall not exceed ten (10) years' credit for step placement.
- G. A tenured unit member who resigns and is re-employed within thirty-nine (39) months shall be reinstated on the same step the unit member was on at the time of departure or as set forth in either "B" or "C" above. The method for step placement shall be selected by the unit member.
- H. Upon initial employment, a unit member shall receive credit for one (1) year of experience for two (2) or more years of verified full-time service in the military, Vista or Peace Corps. The experience must have been attained within the last ten (10) years.
- I. It is the unit member's responsibility to timely submit letters of verification from previous employers and other required evidence in order to receive experience credit for step placement. Failure to submit proof within ninety (90) days of reporting to work will result in the step placement not being granted.
- J. Claims that the unit member's initial salary placement is incorrect must be

submitted in writing by the unit member within forty-five (45) days after the first (1st) pay period.

- K. Once placed on the salary schedule, a unit member shall advance one (1) step each year, unless a step increase is denied, until the maximum step on the column is reached. The step increase shall be effective on either July 1 or January 1. Unit members with appointments effective April, May, June, July, August, or September shall have a July 1 anniversary date for step advancement. Unit members with appointments effective October, November, December, January, February, or March shall have a January 1st anniversary date for step advancement. A unit member must work seventy-five percent (75%) or more of the preceding assigned work year to be eligible for a step increase. This Section applies to unit members appointed on or after July 1, 1990.
- L. Unit members have an obligation to exercise due diligence by checking their pay warrants to insure that their salary placement is correct. Errors in salary schedule placement that result in an underpayment to the unit member will be corrected. The unit member will receive from the District the amount of underpayment, not to exceed one year of underpayment.

**Section 2 - Rules Governing Column Placement.**

- A. Unit members will receive column placement, unless column placement has been denied.
- B. All units must be upper-division or graduate units earned after completion of the bachelor degree. Credit shall be given for lower-division units if the class is approved in advance by Personnel Services. Upper-division or graduate units earned prior to the completion of the bachelor degree shall be credited if the



college or university certifies the units as postgraduate.

- C. All units must be earned from an accredited college or university that is recognized by the American Association of Colleges and Universities or by the University of California. Units are semester units. Quarter units are prorated on the basis that one (1) quarter unit is equal to two-thirds (2/3) of a semester unit.
- D. It is the unit member's responsibility to timely submit official transcripts in order to receive credit for additional training. In order to receive credit for additional training, the course work must be completed prior to September 1, and the unit member must file official transcripts on or before November 15 of that same calendar year. Payment at the higher column shall not be made until the following school year if the official transcripts are not received by November 15.
- E. Teachers who complete fourteen (14) hours of District sponsored technology in-service training will receive one (1) upper division semester hour of salary credit for column placement. Time spent in the technology in-service training must be unpaid and during hours when the teacher is not required to provide service to the District. Additional credit will not be given for any course that is repeated.

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

- A. Unit members who receive an overall rating of "Improvement Needed" will receive a warning that their step and/or column increase will be denied if the following year's overall rating is either "Improvement Needed" or "Unsatisfactory." If a unit member's overall evaluation rating is "Improvement Needed" 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 increase withheld.
- C. Unit members denied a step and/or column increase resulting from a failure to achieve an overall rating of “Meets or Exceeds Acceptable Performance” shall have their denied increase reinstated if their next evaluation results in an overall rating of “Meets or Exceeds Acceptable Performance.” 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 SCALE**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

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

**EFFECTIVE JULY 1, 2015 – 7% Increase**

<b>HIGH SCHOOL ATHLETICS</b>	<b>RATE *</b>	<b>PLAY-OFF RATE *</b>
Football--Head Coach	3,859.49	\$101.65
Other Coaches & Assistants	2,492.03	64.20
Basketball--Head Coach	3,174.69	74.90
Other Coaches & Assistants	2,492.03	58.85
Baseball--Head Coach	3,174.69	85.60
Other Coaches & Assistants	2,492.03	64.20
Track--Head Coach	3,174.69	85.60
Other Coaches & Assistants	2,492.03	64.20
Wrestling--Head Coach	3,174.69	80.25
Other Coaches & Assistants	2,492.03	64.20
Cross Country--Head Coach	3,174.69	80.25
Tennis--Head Coach	3,174.69	74.90
Assistant Coach	2,149.63	53.50
Golf--Head Coach	2,395.73	64.20
Swimming--Head Coach	3,174.69	69.55
Assistant Coach	2,492.03	58.85
Water Polo--Head Coach	3,174.69	80.25
Assistant Coach	2,149.63	53.50
Soccer--Head Coach	3,174.69	80.25
Assistant Coach	2,492.03	69.55

Volleyball--Head Coach	3,174.69	80.25
Assistant Coach	2,492.03	69.55
Softball--Head Coach	3,174.69	85.60
Other Coaches & Assistants	2,492.03	64.20
<b>MIDDLE SCHOOL ATHLETICS</b>		
Basketball	2,149.63	
Softball	2,149.63	
Volleyball	2,149.63	
Pep Squad—Advisor	1,808.30	
Intramural Director	1,808.30	
<b>OTHER MIDDLE SCHOOL EXTRA-DUTY ASSIGNMENTS</b>		
ASB Advisor	2,149.63	
<b>MUSIC</b>		
High School Instrumental—Director	3,174.69	
High School Choral—Director	2,492.03	
Elementary Instrumental—Director	1,466.97	
Middle School Instrumental—Director	1,808.30	
<b>ACADEMIC, DRAMA, SPEECH AND DEBATE</b>		
High School Academic Team Coach	3,275.27	69.55
High School Drama Coach	2,492.03	
High School Speech and/or Debate	2,492.03	
Middle School Academic Team Coach	2,492.03	
High School Fine Arts Coach	2,492.03	147.66

**OTHER HIGH SCHOOL EXTRA-DUTY****ASSIGNMENTS**

High School Intramural—Director	1,808.30	
High School Athletic Trainer per Sport	2,492.03	64.20
Pep Squad--Advisor	3,174.69	
Assistant	1,466.97	
Drill Team--Advisor (200 hrs. or more)	2,149.63	
Advisor (less than 200 hrs.)	1,466.97	
Assistant	1,466.97	
ASB Advisor	3,859.49	

\* 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.

# **APPENDIX “D”**

## **SALARY SCHEDULE FOR ADULT EDUCATION TEACHER**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “D” – SALARY SCHEDULE FOR ADULT EDUCATION TEACHERS**  
**EFFECTIVE JULY 1, 2014 – 5% Increase**

<b>S T E P</b>	<b>B.A. Degree or Appropriate Credential</b>	<b>B.A. Degree + 30 Units</b>	<b>M.A. Degree</b>
<b>1</b>	42.47	43.09	43.75
<b>2</b>	43.09	43.75	44.42
<b>3</b>	43.75	44.42	45.07
<b>4</b>	44.42	45.07	45.76

**Step 1** is entry-level hourly rate.

**Step 2** is paid the first pay period following completion of 200 hours of teaching.

**Step 3** is paid the first pay period following completion of 400 hours of teaching.

**Step 4** is paid the first pay period following completion of 600 hours of teaching.



**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “D” – SALARY SCHEDULE FOR ADULT EDUCATION TEACHERS**  
**EFFECTIVE JULY 1, 2015 – 2% Increase**

<b>S T E P</b>	<b>B.A. Degree or Appropriate Credential</b>	<b>B.A. Degree + 30 Units</b>	<b>M.A. Degree</b>
<b>1</b>	43.32	43.95	44.63
<b>2</b>	43.95	44.63	45.31
<b>3</b>	44.63	45.31	45.97
<b>4</b>	45.31	45.97	46.68

**Step 1** is entry-level hourly rate.

**Step 2** is paid the first pay period following completion of 200 hours of teaching.

**Step 3** is paid the first pay period following completion of 400 hours of teaching.

**Step 4** is paid the first pay period following completion of 600 hours of teaching.

Longevity for Full-Time Employees only.

- 5% at 5 years
- 10% at 10 years
- 15% at 15 years

# **APPENDIX “E”**

## **SALARY SCHEDULE FOR PSYCHOLOGISTS**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “E” – SALARY SCHEDULE FOR PSYCHOLOGISTS**  
**EFFECTIVE JULY 1, 2014 – 5% Increase**

<b>S T E P</b>	<b>Per Diem</b>	<b>194 Days</b>	<b>212 Days</b>
<b>1</b>	347.83	67,479.02	73,739.96
<b>2</b>	365.55	70,916.70	77,496.60
<b>3</b>	385.78	74,841.32	81,785.36
<b>4</b>	404.75	78,521.50	85,807.00
<b>5</b>	430.05	83,429.70	91,170.60
<b>6</b>	451.56	87,602.64	95,730.72
<b>7</b>	471.80	91,529.20	100,021.60
<b>8</b>	500.88	97,170.72	106,186.56
<b>9</b>	521.12	101,097.28	110,477.44

Placement on the psychologist schedule shall be based upon the number of years of full-time paid service as a school psychologist or directly related experience. Credit for experience as a credentialed teacher may be granted on the basis of two (2) years of teaching experience to one (1) year of experience as a school psychologist.

Bilingual psychologists shall be paid six (6) additional per diems for completion of a full year of service and attendance at one (1) additional day of in-service meetings. Five (5) additional per diems are paid if bilingual psychologist does not attend the one (1) additional day of in-service meetings. In addition, bilingual psychologists must complete the appropriate bilingual certification in target language Spanish as determined by the District.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “E” – SALARY SCHEDULE FOR PSYCHOLOGISTS**  
**EFFECTIVE JULY 1, 2015 – 2% Increase**

<b>S T E P</b>	<b>Per Diem</b>	<b>194 Days</b>	<b>212 Days</b>
<b>1</b>	354.79	68,829.26	75,215.48
<b>2</b>	372.86	72,334.84	79,046.32
<b>3</b>	393.50	76,339.00	83,422.00
<b>4</b>	412.85	80,092.90	87,524.20
<b>5</b>	438.65	85,098.10	92,993.80
<b>6</b>	460.59	89,354.46	97,645.08
<b>7</b>	481.24	93,360.56	102,022.88
<b>8</b>	510.90	99,114.60	108,310.80
<b>9</b>	531.54	103,118.76	112,686.48

Placement on the psychologist schedule shall be based upon the number of years of full-time paid service as a school psychologist or directly related experience. Credit for experience as a credentialed teacher may be granted on the basis of two (2) years of teaching experience to one (1) year of experience as a school psychologist.

Bilingual psychologists shall be paid six (6) additional per diems for completion of a full year of service and attendance at one (1) additional day of in-service meetings. Five (5) additional per diems are paid if bilingual psychologist does not attend the one (1) additional day of in-service meetings. In addition, bilingual psychologists must complete the appropriate bilingual certification in target language Spanish as determined by the District.

# **APPENDIX “F”**

## **SALARY SCHEDULE FOR PERMIT TEACHERS**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “F” – SALARY SCHEDULE FOR PERMIT TEACHERS**  
**EFFECTIVE JULY 1, 2014 – 5% Increase**

<b>S T E P</b>	<b>A Below 75 Units</b>	<b>B 75 Units</b>	<b>C 90 Units</b>	<b>D 105 Units</b>	<b>E Bachelors</b>
<b>1</b>	138.38	149.34	160.29	171.16	261.88
<b>2</b>	144.77	155.72	166.66	177.53	261.88
<b>3</b>	151.15	162.49	173.00	186.53	273.89
<b>4</b>	157.53	168.41	179.40	190.31	285.88
<b>5</b>	163.87	174.78	185.72	196.70	297.87

Experience Credit — Up to five (5) years credit, within fifteen (15) years prior to employment, for teaching in public schools, preschools, or schools of equivalent status.

Educational Credit — Semester hours from an accredited college or university.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPENDIX “F” – SALARY SCHEDULE FOR PERMIT TEACHERS**  
**EFFECTIVE JULY 1, 2015 – 2% Increase**

<b>S T E P</b>	<b>A Below 75 Units</b>	<b>B 75 Units</b>	<b>C 90 Units</b>	<b>D 105 Units</b>	<b>E Bachelors</b>
<b>1</b>	141.15	152.33	163.50	174.58	267.12
<b>2</b>	147.67	158.83	169.99	181.08	267.12
<b>3</b>	154.17	165.74	176.46	190.26	279.37
<b>4</b>	160.68	171.78	182.99	194.12	291.60
<b>5</b>	167.15	178.28	189.43	200.63	303.83

Experience Credit — Up to five (5) years credit, within fifteen (15) years prior to employment, for teaching in public schools, preschools, or schools of equivalent status.

Educational Credit — Semester hours from an accredited college or university.

# **APPENDIX “G”**

## **ARTICLE XVI EVALUATION PROCEDURES**



**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**APPENDIX "G" - ARTICLE XVI EVALUATION PROCEDURES**

**Section 1 – General.**

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a timely claim that the procedures in this Article have been violated.

**Section 2--Notice and Orientation.**

Unit members designated for evaluations shall receive written notice of evaluation, including the name of his/her evaluator. Within the first twenty (20) workdays of the school year or assignment to that work location, the evaluator shall schedule an orientation meeting with the unit member. The evaluator shall provide unit member with the following orientation information:

- A. A copy of this Article, along with the opportunity to review the Article and ask questions.
- B. An overview of the evaluation criteria, a copy of the Goal Setting Form, a copy of the CSTP rubric, and the Self-Assessment rubric.
- C. Available resources, including but not limited to Beginning Teacher Support and Assistance (BTSA) and Peer Assistance Review (PAR). The evaluator, or designee, shall be available to model methods of instruction in a classroom setting if requested by the unit member.

### **Section 3 – Initial Individual Meeting**

Within the first thirty (30) workdays of the school year or assignment to that work location, and following the notice and orientation meeting, the evaluator and the unit member shall meet. In this meeting, the unit member shall bring the completed Self-Assessment rubric and a draft of ideas for collaborative goal setting. The evaluator and the unit member will discuss:

A. Agreement of goals

1. One (1) School or one (1) District or one (1) Community Goal

- This goal may include compensated or non-compensated co-curricular activities.

2. One (1) Professional Goal

- This goal can be an individual, site, or district-based goal.

3. One (1) Student Outcome Goal for the 2016-2017 school year and two (2) Student Outcome Goals beginning in 2017-2018.

- The goal(s) may be connected to the Single Plan for Student Achievement (SPSA), Key Performance Indicators (KPIs), and/or other collaboratively agreed upon student outcome indicators.

B. The Goal Setting form is a “living document” that may be modified at any time with mutual agreement of the evaluator and the unit member.

C. Goal monitoring, timelines, available resources, and evidence to demonstrate progress.

### **Section 4 – Evaluation Criteria**

A. Teachers shall be evaluated using the following:

1. The most recent California Commission on Teacher Credentials (CCTC) approved

California Standards for the Teaching Profession (CSTP)

- a. Engaging and supporting all students in learning;
- b. Creating and maintaining effective environments for student learning;
- c. Understanding and organizing subject matter for student learning;
- d. Planning instruction and designing learning experiences for all students;
- e. Assessing student learning;
- f. Developing as a professional educator;

2. Rapport and timely communication with students, parents, staff, and administrators;
3. Attendance and punctuality;
4. Member judgment; and
5. Measurable Goals as outlined in Section 3A.

B. Counselors at all levels shall be evaluated on the following:

1. The most recent American School Counselor Association (ASCA) approved version of the National Counseling Standards
  - a. Academic Development;
  - b. Career Development; and
  - c. Personal/Social Development;
2. Professional Development;
3. Professional Work Habits;
4. Rapport and timely communication with students, parents, staff, and administrators;
5. Attendance and punctuality;
6. Member judgment; and

7. Measurable Goals as outlined in Section 3A.

C. Speech and Language Pathologists shall be evaluated on the following:

1. Testing, Diagnosing, and Reporting;
2. Planning and Oversight;
3. Managing and Conducting Therapy;
4. Collaborating for Student Support;
5. Developing as a Professional Educator;
6. Professional Work Habits;
7. Rapport and timely communication with students, parents, staff, and administrators;
8. Attendance and punctuality;
9. Member judgment; and
10. Measurable Goals as outlined in Section 3A.

D. Nurses shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. The proper assessment of assigned students and the accurate and timely preparation of required reports;
3. Consultation with students, parents, staff, and administrators on specific needs of students;
4. Current knowledge of proper assessment techniques;
5. Attendance and punctuality;
6. Member judgment; and
7. Measurable Goals as outlined in Section 3A.

E. Psychologists shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. The accurate and timely maintenance of confidential student records and files;
3. Current knowledge and proper administration of assessment instruments, including accurate scoring and interpretation, and placement of students, based upon eligibility criteria, in accordance with federal and state law and District policy;
4. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
5. Attendance and punctuality;
6. Member judgment; and
7. Measurable Goals as outlined in Section 3A.

F. Special Education program specialists shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
3. Staff development activities and demonstration of instructional techniques and strategies;
4. Assurance that students are properly placed in Special Education programs and knowledge of program options;
5. Attendance and punctuality;
6. Member judgment; and

7. Measurable Goals as outlined in Section 3A.

G. Librarians shall be evaluated on the following:

1. Rapport and timely communication with students, parents, staff, and administrators;
2. The accurate and timely maintenance of library records and adherence to the library budget;
3. Planning, organizing and presenting a library service program involving students and staff;
4. The establishment and maintenance of a suitable learning environment;
5. Attendance and punctuality;
6. Member judgment; and
7. Measurable Goals as outlined in Section 3A.

H. Permit Teachers shall be evaluated on the following:

1. Engaging and supporting all students in learning;
2. Creating and maintaining an effective environment for student learning;
3. Understanding and organizing age appropriate content for student learning;
4. Planning instruction and designing learning experiences for all students;
5. Assessing student learning;
6. Developing as a professional educator;
7. Rapport and timely communication with students, parents, staff, and administrators;
8. Attendance and punctuality;
9. Member judgment; and
10. Measurable Goals as outlined in Section 3A.

I. The criteria for the evaluation of other unit members shall be established by the

evaluator after consultation with the unit member to be evaluated.

**Section 5--Observations.**

- A. The number of observations shall routinely be three (3) or more. After the completion of the first observation, with written agreement of both the evaluator and the permanent unit member, who has documented satisfactory performance, the number of observations may be reduced to two (2) or one (1).
1. For permanent unit members, the first observation shall be completed prior to the Winter Recess.
  2. For first-year probationary unit members, not fewer than two (2) observations shall be completed prior to the Winter Recess.
  3. In the case of second-year probationary unit members, at least one (1) observation shall be completed prior to the Winter Recess.
- B. Unit members shall meet with their evaluator to collaboratively discuss the observation summary, rating related to evaluation criteria, as well as steps/strategies for growth.
1. Two (2) school days prior to the observation conference, the unit member shall receive a draft copy of the observation summary.
  2. Within ten (10) school days following the observation, the unit member shall receive a written summary of the conference.
  3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the conference summary shall be extended by the number of days of absence.

**Section 6--Program Reviews.**

A. Program reviews of unit member's work may be substituted for one or more of the observations set forth in Section 4 above. If a conference was not conducted during the program review, a post program review conference shall be conducted for the following unit members:

1. Elementary Counselors
2. Hearing Panel Members
3. Independent Study Teachers
4. Librarians
5. Middle School Counselors
6. Nurses
7. Program Facilitators
8. Program Specialists
9. Psychologists
10. Senior High School Counselors
11. Special Education Counselors
12. Speech Therapists
13. Teachers-on-Assignment

B. Unit members shall meet with their evaluator to collaboratively discuss the program review, rating related to evaluation criteria, as well as steps/strategies for growth.

1. Two (2) school days prior to the program review conference, the unit member shall receive a draft copy of the program review summary.
2. Within ten (10) school days following the program review, the unit member



shall receive a written summary of the conference.

3. If either the evaluator or unit member is absent, the ten (10) school days for completion of the program review shall be extended by the number of days of absence.

### **Section 7--Goal Monitoring Meeting.**

Evaluators shall meet with their evaluatees at least once a school year to effectively monitor and support the unit member's growth towards meeting their measurable goals as outlined in Section 3A. The unit member shall provide evidence of progress toward each goal. The evaluator and unit member shall collaboratively discuss and document progress, expectations of continued growth, as well as any additional support needed.

### **Section 8--Performance Review.**

In addition to observations set forth in Section 4, the evaluator may review other appropriate indicators of the unit member's performance; such as, test results, student projects, student records and other District records. When test results are used, it shall not include the use of publishers' norms established by standardized tests.

### **Section 9 – Assistance Plan**

- A. At any time during the evaluation process, if the evaluator has evidence that the unit member is not making satisfactory progress, the evaluator and the unit member shall meet to collaboratively develop an assistance plan. This plan must include:

1. Identification of the specific area(s) for improvement
  2. Specific recommendations as to how and what the unit member needs to do to improve.
  3. The specific resources the evaluator will provide the unit member, including, but not limited to, services available from Beginning Teacher Support and Assistance (BTSA), Peer Assistance Review (PAR), and colleagues.
  4. A specific time for improvement.
- B. The assistance plan process shall be collaborative between the evaluator and unit member. Any written documents brought by either party to the meeting are in draft form until finalized.
- C. If the unit member transfers away from the site where they were placed on an assistance plan, the evaluator at the new site shall be responsible for initiating a new assistance plan if he/she deems it necessary.
- D. The evaluator shall assess the unit member's progress in meeting recommendations set forth in the Assistance Plan. The assessment of progress shall become part of the evaluation record.

### **Section 10 - Alternative Evaluation Process**

Permanent unit members who receive an overall rating of "Meets Standard" or higher on their most recent end-of-year evaluation may request an alternative evaluation process. The unit member may submit an alternative evaluation plan for the evaluator's approval. The plan shall focus on the unit members' professional development in or more of the criteria set for in Section C of this Article. Once approved by the evaluator and the District's chief personnel official or designee, that plan, along with time lines included in the plan, shall become the evaluation procedure for that

unit member.

## **Section 11 – End-of-Year Evaluation**

### A. Goal Assessment Meeting

1. With the mutual agreement of both the evaluator and the unit member, the Goal Assessment Meeting may be held prior to or in conjunction with the Evaluation Meeting.
2. At this meeting, the unit member shall provide evidence of progress toward each goal. The evaluator and unit member shall collaboratively discuss and document progress, areas of growth, and reflections.

### B. Evaluation Conference Meeting

A written evaluation shall be presented to the unit member thirty (30) days prior to the last day of school. The unit member shall attend an evaluation conference prior to the last two (2) weeks of school. Two (2) school days prior to the evaluation conference, the unit member shall receive a copy of the evaluation. The unit member shall sign the evaluation form signifying that he/she has read the evaluation and shall be provided the opportunity to prepare a written response. The written response, if any, shall become a part of the unit member's evaluation.

## **Section 12 - Unsatisfactory Performance**

Unit members receiving an overall rating of “Unsatisfactory” shall be referred to the Peer Assistance and Review Program (PAR). Within ten (10) days of receipt of an evaluation that does not meet or exceed acceptable performance, the unit member may request another evaluator for the subsequent school year. The District may designate another evaluator. If the District does not designate another evaluator, the unit

member may file a request for voluntary transfer. The transfer request must be received by Human Resources 15 student days prior to the end of the current school year in order to be considered for the beginning of the next school year.

# **APPENDIX “H”**

## **MEMORANDUM OF UNDERSTANDING LISTING**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**APPENDIX "H" – MEMORANDUM OF UNDERSTANDING LISTING**

**1. Collaboration Day Professional Development Program MOU**

This Memorandum of Understanding is made and entered in this 2nd day of June 2015, between the San Bernardino City Unified School District (hereinafter referred to as "District") and the San Bernardino Teachers Association, CTA/NEA (hereinafter referred to as "Association").

**WHEREAS:** The San Bernardino City Unified School District and the San Bernardino Teachers Association believe that student achievement is a result of the joint commitment to quality teaching and learning among all stakeholders at a school; and

**WHEREAS:** Quality teaching and learning can best be realized through collaboratively developed, effective professional development opportunities; and

**WHEREAS:** The District and SBTA agree that to achieve this purpose a Collaboration Day Professional Development Program (hereinto referred to as "collaboration days") will remain in effect.

**IT IS THEREFORE AGREED** as follows:

A. All District schools shall participate in a Collaboration Day Professional Development Program.

Adult Education, San Andreas, Sierra, Anderson, Harmon, Community Day School, Middle College High School, and district preschools shall be exempt from the modified day portion of this MOU. The above-mentioned exempt schools shall comply with sections D-J.

Collaboration days shall not be scheduled during those weeks when a District minimum day is scheduled or when the first student report day in a school year occurs on a Collaboration Day.

During collaboration days, the certificated staff shall participate in professional development, which may include teacher planning, collaboration, and preparation in order to accomplish any and/or all of the following objectives:

1. Development and implementation of the Single Plan for Student Achievement (SPSA);
2. Analysis of student achievement data to inform and improve instruction;  
and
3. Integration of professional development concepts into the instructional and/or school program including, but not limited to: Rigorous Curriculum Design, planning and implementation of Common Core State Standards, integration of technology as required by State Standards, and the impact of the Local Control Accountability Plan and the Community Engagement Plan.

This time shall not be used as individual conference/preparation time and the time shall not exceed ninety (90) minutes for the elementary level and ninety (90) minutes for the secondary level. At the elementary level, time in the workday beyond the maximum minutes established herein shall be available to the unit members to apply and/or extend the concepts covered during current and/or prior collaboration day activities at the discretion of the Professional Development Team.

B. Addendum A shall reflect the work day for unit members and the student instruction day for regular work days, collaboration days, minimum days, and exam days. The contractual minutes per week shall not exceed the number of contractual minutes worked in a regular workweek. This excludes any adjunctive duties assigned to staff.

- C. The District will agree to require no more than one (1) mandatory after school meeting per month outside the regular workday. For Community Day School, the District will agree to require no more than one (1) mandatory after school meeting per week outside the regular workday.
- D. Each school shall develop a Professional Development Team (PDT) for the purpose of collaboratively planning the professional activities for the Collaboration Day Professional Development Program.
- E. All certificated staff will be invited to participate on the Professional Development Team. The PDT shall not exceed fifteen (15) unit members for elementary and middle school, and twenty-five (25) unit members for the high schools, and shall include the principal or his/her administrative designee, at least one (1) member of the Leadership Team, and at least one (1) SBTA site representative chosen by the SBTA membership at the site. The site administrator(s) shall not be included in the maximum count. The PDT shall be identified for the academic year and the names shall be published for all unit members at the site. The SBTA site representative shall submit the PDT team's roster to the Association within the first thirty (30) days of the new academic year.
- F. The PDT shall meet regularly during the year but not less than quarterly. Minutes of the PDT meetings shall be kept on file. The first meeting of the PDT for each academic year shall be scheduled within the first thirty (30) days of the new year as established in Section E above.
- G. The PDT shall develop and communicate a yearlong professional development plan, which is understood to be a work in progress. Modifications to the professional development plan will be made by the PDT, as needed, during the year and communicated to the staff as a whole in a timely manner. Staff will



have the opportunity to provide feedback to the PDT.

- H. The District and the Association shall develop and implement a yearly feedback mechanism to allow staff to evaluate the Collaboration Day Professional Development Program at their sites, to be completed no later than the end of the school year. The District and Association shall work collaboratively with school sites to address issues and/or needs identified in the feedback provided. The Association and the District agree to provide joint training and follow up support, as needed, for the Professional Development Teams based on the results of the feedback process and on effective team practices.
- I. A school's professional development plan shall be submitted to the Association upon request.
- J. Participation in the PDT is voluntary and time spent planning outside of the workday is non-compensable time.
- K. Principals and half-day (afternoon) kindergarten teachers are encouraged to work together to facilitate their participation in the modified day schedule.
- L. This Memorandum of Understanding shall remain in effect for two (2) school years effective July 1, 2015. Should a problem or conflict arise as a result of this language the parties shall meet to resolve the issues.

## San Bernardino City Unified School District Collaboration Day

### Professional Development Program

#### Addendum A

<b>Elementary Schools (including Carmack)</b>			
	Regular Day	Collaboration Day	Minimum Day
Students	8:50* - 3:30 p.m.	8:50* - 1:00 p.m.	8:50* - 1:00 p.m.
Teachers	8:25 - 3:45 p.m.	8:25 - 3:45 p.m.	8:25 - 1:15 p.m.
<p>Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period.</p> <p>Regular days shall include a forty-five (45) minute lunch and two (2) ten-minute recesses (a.m. and p.m.). Schools may elect to incorporate one (1) twenty-minute recess with a majority vote by the bargaining members at the school site. Minimum and Collaboration days will include a thirty-minute lunch and one (1) ten-minute recess (a.m.).</p> <p>*Classes begin 8:50 a.m.</p>			

<b>Middle Schools</b>			
	Regular Day	Collaboration Day	Minimum Day
Students	7:40 - 2:11 p.m.	9:45 - 2:35 p.m.	7:40 - 12:10 p.m.
Teachers	7:30 - 2:35 p.m.	7:50 - 2:55 p.m.	7:35 - 12:30 p.m.
<p>Staff assigned to a.m. duty shall report twenty (20) minutes prior to the beginning of the regular first class or period. Staff assigned to p.m. duty shall remain at duty fifteen (15) minutes after the end of the last class period.</p> <p>Regular days shall include a thirty (30) minute lunch.</p>			

<b>Comprehensive High Schools</b>				
	Regular Day	Collaboration Day	Minimum Day	Exam Day
Students	7:30 - 2:35 p.m.	9:45 - 2:50 p.m.	7:30 - 12:35 p.m.	7:30 - 12:15 p.m.
Teachers	7:25 - 2:55 p.m.	7:40 - 3:15 p.m.	7:25 - 1:05 p.m.	7:25 - 12:45 p.m.
Regular days shall include a thirty-five (35) minute lunch.				

<b>Sierra High School A.M.</b>		
	Regular Day	Minimum Day
Students	7:50 - 1:25 p.m.	7:50 - 12:49 p.m.
Teachers	7:30 - 3:01 p.m.	7:30 - 2:13 p.m.
Regular days shall include a thirty-five (35) minute lunch.		
<b>Sierra High School P.M.</b>		
	Regular Day	Minimum Day
Students	1:31 – 6:31 p.m.	12:55 – 5:19 p.m.
Teachers	11:15 – 6:46 p.m.	10:51 – 5:34 p.m.
Regular days shall include a thirty-five (35) minute lunch.		

<b>Anderson School</b>	
	Regular Day
Students	7:45 - 1:45 p.m.
Teachers	7:25 - 2:15 p.m.
Regular days shall include a forty-five (45) minute lunch.	

<b>Community Day School</b>	
	Regular Day
Students (Elementary)	8:40 - 3:20 p.m.
Teachers (Elementary)	8:20 - 3:35 p.m.
Students (Secondary)	8:30 - 3:10 p.m.
Teachers (Secondary)	8:10 - 3:25 p.m.
Regular days shall include a thirty (30) minute lunch.	

## **San Bernardino City Unified School District Collaboration Day**

### **Professional Development Program**

#### **Addendum B**

1. It is critical that classroom teachers be involved in the decision-making, implementation, and delivery related to professional development - e.g. Professional Development Team (PDT)
2. Consensus is a more powerful decision-making model than voting and should be the preferred method for making decisions.
3. Input should be consistently gathered in order to meet the varying needs of the certificated staff in relation to issues such as starting and ending times, etc.
4. Advanced notice is advantageous in order to allow collaboration day participants to prepare efficiently so that professional development activities can be maximized.
5. The Chair would be chosen from among the PDT members by consensus.

## **2. Kindergarten Workload MOU**

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of June 2015, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

**IT IS HEREBY AGREED** as follows:

1. Single session Kindergarten teachers shall be available for assistance or assignment in the instructional program when not involved in the kindergarten program.
2. Single session Kindergarten teachers may be assigned for no more than ninety (90) minutes per day, to provide assistance with the following ordered priorities:
  - Other Kindergarten teachers on campus
  - Other lower grade students (grades 1-3)
  - Learning Center or other instructional interventions
  - Support for upper grade students (grade 4-6)
3. The remainder of the non-instructional time will be spent by each unit member on professional activities including, but not limited to, conferring with kindergarten pupils, parents, staff and administrators, kindergarten grade-level meetings, planning and preparation.
4. On scheduled District minimum days, afternoon half-day kindergarten teachers shall have their hours adjusted to arrive twenty (20) minutes before the student report time and to remain at their work site fifteen (15) minutes following the end of the instructional day.

This Memorandum of Understanding shall be effective upon ratification through June 30, 2016.

### **3. Transitional Kindergarten MOU**

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of June 2015, between the San Bernardino City Unified School District (herein after referred to as “District”) and the San Bernardino Teachers Association, SBTA (herein after referred to as “Association”).

**WHEREAS**, the State has taken action to create a “Transitional Kindergarten” program, and

**WHEREAS**, certain elements of the transition to the Transitional Kindergarten program have potential impact on SBTA unit members,

**THEREFORE BE IT RESOLVED** that the “Transitional Kindergarten” program will continue to be implemented with the following considerations:

1. Teachers assigned to the Transitional Kindergarten (TK) program will be SBTA unit members and fall under the “Classroom Teacher” element of Article 1 – Recognition of the Collective Bargaining Agreement (CBA). As such, all provisions within the current CBA will apply to teachers in this program.
2. Base Salary for Transitional Kindergarten teachers will be based on Appendix A of the Collective Bargaining Agreement and will be governed by Appendix B.
3. Pay for extra duty (i.e. tutoring, professional development, etc.) assignments will be prescribed by Article XI –Wages, Section 7.
4. Work hours for Transitional Kindergarten teachers will be equivalent to those of other half-day Kindergarten teachers. Instructional minutes will be equivalent to those of the regular kindergarten (not full day) program.
5. Class size for Transitional Kindergarten classes shall be twenty (20) to one (1).
6. Single session Transitional Kindergarten teachers may be assigned for no more

than ninety (90) minutes per day, to provide assistance with the following ordered priorities:

- a. Other Transitional Kindergarten teachers on campus
  - b. Other lower grade students (grades K-3)
  - c. Learning Center or other instructional interventions
  - d. Support for upper grade students (grades 4-6)
7. Transitional Kindergarten teachers will be evaluated by the adopted evaluation procedures as set forth in the Collective Bargaining Agreement for classroom teachers.
  8. All other elements of Article XIX – Transfers, Section 3 – Voluntary Transfers and district transfer procedures shall apply. If more classrooms are opened after the transfer window closes and/or during the school year, SBTA members shall be afforded the right to submit a transfer request for the open TK position.
  9. SBTA unit members teaching TK shall have the rights all Kindergarten teachers have as established in the current Kindergarten MOU and the Collective Bargaining Agreement.

This Memorandum of Understanding will be effective July 1, 2015 and will expire on June 30, 2016.

#### **4. PAR (Peer Assistance and Review) Program MOU**

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of June, 2015, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

**WHEREAS**, the State of California has enacted California Peer Assistance and Review

for Teachers (hereinafter referred to as "PAR" or "Program"; and

**WHEREAS**, the Association and the District have met and negotiated in good faith as required by law; and

**WHEREAS**, the Association and the District have reached agreement on the implementation of PAR;

**IT IS HEREBY AGREED** as follows:

SECTION I-PAR JOINT PANEL

- A. PAR shall be administered by a Joint Panel, which shall consist of seven (7) members, three (3) of whom shall be selected by the Superintendent or the Superintendent's designee, and four (4) of whom shall be selected by a process conducted by the Association. Teacher members shall meet the minimum qualifications of a consulting teacher as set forth in Section II (B) of this Memorandum of Understanding. The Joint Panel shall be chaired in the first year by a classroom teacher and in the following year by a member selected by the District. The chair shall thereafter rotate each school year between teacher and District members. Teacher members of the Joint Panel shall each receive release time to attend Joint Panel meetings, make required classroom observations, and perform other duties required of Joint Panel members. District Joint Panel members and all subsequent teacher members shall serve for three (3) years.
- B. The Joint Panel shall meet at times as they shall determine. When Joint Panel members, selected by a process conducted by the Association, attend meetings scheduled after the completion of their regular workday or work year, they shall be compensated at the appropriate hourly rate of pay set forth in Article XI, Section 7, of the Collective Bargaining Agreement (CBA).



- C. The Joint Panel shall be assisted by an administrator assigned by the District, who will discharge the District's obligations as an employer and provide other support as the Joint Panel may require. The Joint Panel may appoint and assign duties to a lead consulting teacher. The administrator and the lead consulting teacher, if any, shall work collaboratively together to support the Program. The District shall provide clerical support to the Joint Panel, the assigned administrator, and lead consulting teacher, if any. The cost of the Joint Panel, consulting teachers, lead consulting teacher, and that portion of the support staff's time that is directly involved with the Joint Panel and the PAR Program shall be an expense charged against the PAR budget.
- D. The Joint Panel will make all decisions through consensus. Failing consensus, official actions of the Joint Panel will be made by majority vote. Five (5) of the seven (7) Joint Panel members will constitute a quorum for purposes of meetings and conducting business.
- E. The responsibilities of the Joint Panel shall include the following:
1. Establishing operating rules and procedures for the Joint Panel;
  2. Selecting consulting teachers;
  3. Ensuring that no more than one third of consulting teachers rotate off in any given school year;
  4. Meeting with consulting teachers;
  5. Reviewing reports prepared by consulting teachers;
  6. Making recommendations to the Superintendent for transmittal to the governing board of the District concerning participating teachers, including forwarding the names of participants to the governing board prior to May 15 of each school year, who after sustained assistance are

- not able to demonstrate satisfactory improvement;
7. Preparing an annual review of the impact of the PAR Program, including recommendations for improvement;
  8. Preparing written guidelines for consulting teachers and their activities;
  9. Reviewing the performance of consulting teachers;
  10. Developing an annual budget proposal for the PAR Program, subject to Board approval;
  11. Participating in training needed to discharge obligations of Joint Panel; and
  12. Ensuring the orientation of consulting teachers prior to working with participating teachers.

## SECTION II - CONSULTING TEACHERS

A. The Joint Panel shall appoint consulting teachers.

B. Consulting teachers shall have the following minimum qualifications:

1. Possess a Clear California Teaching Credential
2. A permanent teacher of the District with at least five (5) active years of exemplary teaching experience including three (3) consecutive years in this District.
3. Demonstrate exemplary teaching ability as indicated by, among other things, effective oral and written communication skills, extensive subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts including effective classroom management.
4. Demonstrate ability to work cooperatively and effectively with others.

5. Demonstrate leadership ability.

C. Teachers may apply for a consulting teaching position on a form prepared by Human Resources and approved by the Joint Panel. Notice of an opening based upon the expiration of the term of another consulting teacher, shall be posted as provided for in Article XIX, Section 2, of the Collective Bargaining Agreement.

1. When a vacancy is created due to the need for additional or replacement consulting teachers and the Joint Panel determines that further applications are desired, the notice shall be posted as soon as practical. Applicants shall submit at least three (3) references from individuals with direct knowledge of the applicant's ability in both teaching and working effectively with others. At least one (1) letter shall be from the applicant's immediate supervisor and one (1) from a District teacher and/or Association representative. Applications shall be screened by Human Resources to ensure applicants meet minimum qualifications. The Joint Panel shall select for interview based on a review of the candidate's application, including required letters of reference. Part of the interview process shall include the classroom observation of each candidate at least once by at least two (2) Joint Panel members (one administrator and one classroom teacher).
2. Subject to the approval of the Joint Panel, current full-time BTSA support providers that meet the minimum qualifications for a consulting teacher may be appointed as consulting teachers.

D. The term for a consulting teacher shall expire upon the completion of the third school year following the initial appointment by the Joint Panel. Consulting

teachers are eligible to apply for a second three (3) year term, not to exceed two terms of service. Based on the needs of the program, the Joint Panel may extend the consulting teachers' term of service beyond two (2) terms.

Consulting teachers shall provide assistance to participating teachers in the area of subject matter knowledge, teaching strategies, teaching methods and classroom management.

This assistance shall be determined by the Joint Panel and the principal or designated evaluator and may include, but is not limited to, the following activities:

1. Meet with the participating teacher's evaluator as needed to determine the nature of assistance to the participating teacher;
2. Develop a Plan for Improvement for participating teachers;
3. Provide consultative assistance to improve in the specific areas targeted by the participating teacher's evaluator;
4. Conduct multiple observations of the participating teacher and give timely instructive feedback;
5. Conduct model lessons and other staff development activities;
6. Recommend and/or secure resources for the participating teacher;
7. Document observations, visitations, and inservice activities as prescribed by the Joint Panel (and maintain required records);
8. Monitor progress of assigned participating teachers;
9. Submit reports and other records as prescribed by the Joint Panel;
10. Meet with and/or give oral reports to the Joint Panel; and
11. Attend inservice training.

E. A consulting teacher may request a change in assigned participating teacher(s).

The decision of the Joint Panel shall be final.

- F. The Joint Panel may remove a consulting teacher from the position at any time because of the specific needs of the Program, inadequate performance of the consulting teacher, or for cause.

### SECTION III- WAGES, HOURS, AND WORKING CONDITIONS FOR CONSULTING TEACHERS

- A. Full-time consulting teachers shall work forty (40) hours per week, exclusive of lunch, as scheduled by the Joint Panel. Full-time consulting teachers shall be placed on Appendix "A" of the CBA plus five percent (5%) as set forth in Article XIV, Section 2 (H) of the CBA. Consulting teachers appointed to an hourly assignment shall be paid the hourly rate of pay set forth in Article XI, Section 7 (C) of the Collective Bargaining Agreement.
- B. The work year for full-time consulting teachers shall be two hundred twelve (212) days. The annual work schedule shall be approved by the Joint Panel.
- C. Consulting teacher job-share assignments shall be governed by Article XIV, Section 9 of the CBA.
- D. The maximum case load of consulting teachers shall be:
  - 15:1 Full-Time Assignment on Single Track or Standard Year
  - 7:1 Half-Time Assignment on Single Track or Standard Year
  - 2:1 Hourly Assignment (up to 4:1 with approval of the consulting teacher)
- E. When a consulting teacher's term expires, he/she may be returned to his/her previous school if there is a vacant position for which he/she meets the qualifications.

## SECTION IV- PROGRAM REFERRAL AND PARTICIPATION

A. Teachers are referred to the Program as a result of performance problems identified in their most recent evaluation as follows:

1. Receiving an overall "Unsatisfactory" performance rating based all or in part on "Unsatisfactory" ratings in the California Standards for the Teaching Profession (CSTP) for mandatory participation.
2. Receiving an overall "Improvement Needed" performance rating based on areas of the CSTP will have the option to self-refer. The Joint Panel must approve application to participate.

B. Other teachers participate in the Program as follows:

1. Teachers seeking assistance in improving their teaching skills may apply to the Joint Panel for inclusion.
2. Short-Term Staff Permit (STSP) and Provisional Internship Permit (PIP) credentialed teachers shall receive support from a consulting teacher(s) to the extent funds are available.

C. As soon as practicable after mandatory referral to the Program, the participating teacher shall be assigned a consulting teacher. The consulting teacher shall then arrange a meeting to be attended by the consulting teacher, the evaluator of the participating teacher, and the participating teacher. The employee's performance shall be discussed, as well as strategies for correction of teaching deficiencies in related areas of the CSTP. Based on these discussions, and classroom observations of the participating teacher, the consulting teacher shall prepare a plan to assist the participating teacher in the correction of teaching deficiencies identified by the supervising administrator.

- D. A participating teacher may request a change in assigned consulting teacher. The decision of the Joint Panel shall be final.
- E. The consulting teacher shall then prepare Progress Reports for the Joint Panel in intervals as determined by the Joint Panel. The consulting teacher may appear before the Joint Panel on a regular basis as determined by the Joint Panel to discuss the progress of the participating teacher. The written Progress Reports shall be on forms approved by the Joint Panel and shall, at a minimum, include an assessment as to whether the participating teacher is demonstrating satisfactory improvement and whether continued assistance is necessary. The consulting teacher shall monitor the progress of the participating teacher and make classroom visits as determined by the Joint Panel and provide guidance as needed to improve in identified areas of the CSTP.
- F. For teachers who have been referred to the program in accordance with Section IV, A1, the consulting teacher shall prepare a Final Report by May 1, which shall detail, among other things, whether the participating teacher has demonstrated satisfactory improvement in the areas targeted by the Individual Support Plan. All Progress Reports and the Final Report shall be placed in the personnel file of the participating teacher. The participating teacher shall have the right to reply to all Progress Reports as well as the Final Report, and the written reply shall be appended to the Report. The information obtained through participating in this Program may be used by the District in any personnel decisions or proceedings regarding the participating teacher.
- G. It is anticipated that a participating teacher shall stay in the Program for no more than twelve (12) months. However, participating teachers may, under special circumstances, remain in the Program for a total of twenty-four (24)

months upon a majority vote of the Joint Panel.

- H. Teachers, who self-refer to the Program, shall not have any documentation issued as a result of their participation placed in their personnel files. The Progress Reports and other documents shall be maintained by the Joint Panel.
- I. Documents generated by consulting teachers and Joint Panel members regarding specific participating teachers as part of the assistance process set forth in this Memorandum of Understanding, shall be deemed personnel records and shall remain confidential to the extent required by the law.

#### SECTION V- EFFECT OF AGREEMENT

- A. The provisions of the Program may be revised by the mutual consent of the District and the Association.
- B. This Memorandum of Understanding shall be in compliance with the Education Code requirements governing PAR.
- C. This Program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the principal and the consulting teacher is encouraged with respect to the process of Peer Assistance and Review. Nothing within this agreement or within the Program shall prohibit or limit the District and governing board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program. Such rights include, but are not limited to, the issuance of a notice of unsatisfactory performance, issuance of a notice of intention to dismiss from employment, involuntary transfer, involuntary reassignment, demotion, promotion and evaluation independent of the Program. Decisions and actions within the Program are not binding on the District or the governing board.
- D. The actions of the Joint Panel are not subject to the grievance procedures



contained within the Collective Bargaining Agreement between these Parties, nor to any grievance procedure contained within the Board Policies or District Regulations.

- E. It is understood that cooperation and coordination between PAR and BTSA is essential. Designated representatives of the Joint Panel and BTSA shall meet on a regular basis to ensure that the programs are coordinated, including, but not limited to, sharing of staff, funding and other resources; prevention of duplication of services and efforts; and division of program participants. For purposes of coordination, the Joint Panel may make non-binding recommendations to the District's BTSA Program on training and development of new teachers.
- F. Expenditures for the Program shall not exceed funds made available by the state of California for the support of the California Peer Assistance and Review for Teachers. The Program shall be contingent upon continuation of state funding.
- G. This Memorandum of Understanding shall become effective June 2, 2015, and will expire on June 30, 2017.

## **5. Speech Language Pathologists MOU**

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of June 2015, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

**WHEREAS**, the District has employed Speech and Language Pathologists (hereinafter referred to as "SLPs") to meet the needs of students in the District; and

**WHEREAS**, the SLPs are members of SBTA and, as such, SBTA is the exclusive

bargaining agent for SLPs; and

**WHEREAS**, the District has a number of SLP vacancies, resulting in caseload challenges for the SLPs; and

**WHEREAS**, SLP caseloads are defined in the Certificated Bargaining Agreement and in California Education Code; and

**WHEREAS**, the District and the SLPs desire to provide quality services to students in an effective manner; and

**WHEREAS**, there is and has been an ongoing shortage of SLPs available in the job market; and

**WHEREAS**, the District seeks to be competitive in the job market in relation to compensation for SLPs; and

**WHEREAS**, Article XI Wages, Section 13(c) states in part “Speech Language Pathologists shall be paid a factor of 5% of their per diem rate of pay as determined by their placement on Appendix A of the CBA”;

**THEREFORE**, the District and the Association agree to the following:

1. The District shall continue to aggressively recruit and hire SLPs.
2. Newly hired fully credentialed, full-time SLPs will receive a \$5,000 signing bonus payable by October 1 of the first year of employment. Newly hired fully credentialed, part-time SLPs shall receive a prorated share of the signing bonus.
3. Continuing fully credentialed, full-time SLPs shall be paid a Stay-Put bonus of \$5,000 payable in full on October 1 of the school year. Continuing fully credentialed, part-time SLPs shall be paid a prorated share of the \$5,000 Stay-Put Bonus.
4. Fully credentialed, full-time SLPs shall be paid \$1,000 per year for license-required classes/seminars, license renewal fees for the state Speech Language

Pathologist license, and/or the Certification of Clinical Competency license. This payment is conditioned on the supervisor's verification that Medi-Cal billing has been completed and will be paid by the end of each school year. Fully credentialed, part-time SLPs shall be paid a prorated share of the \$1,000 per year by the end of each school year.

5. The District shall continue to seek interns that can work under SLP supervision. Interns will reduce caseload averaging. Supervising SLPs will receive a stipend of \$500 per semester.
6. On a temporary basis, the District may, contract external services with the following provisions:
  - a. The District will make every effort to minimize the cost of contracted SLPs services.
  - b. Contracted services will be reduced upon the hiring of SLPs up until the time that the District has hired the sufficient number of SLPs needed to provide all SLP services to students.
  - c. The District shall provide to the Association, by the 10th of each month, information regarding contracted services, including but not limited to, dates of initiation/termination, number of people providing services, number of hours provided by each provider, number of caseloads assigned to each provider, and amount of payment for services.
  - d. Contracted services will relieve the caseloads of SLPs in an equitable manner, whereby contracted SLPs caseloads are reasonably equitable with District SLPs.

7. By November 1, of each school year, the caseload averages for SLPs on a 184-day work year shall not exceed 55 and for SLPs on a 212-day work-year, the caseload

averages shall not exceed 65. For part-time SLPs, SBTA and the District will work together to monitor caseloads.

The District and Association further agree that this Memorandum of Understanding (MOU) shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other employees of the District represented by the Association.

This MOU will be effective July 1, 2015 and will expire June 30, 2017.