

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

This Tentative Agreement is made and entered into this 16th day of April 2015 between the San Bernardino City Unified School District, (hereinafter referred to as "District") and the San Bernardino Teachers Association, (hereinafter referred to as "Association").

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning this 16th day of April 2015 through June 30, 2017 with the following exceptions:

ARTICLE XI WAGES

Appendices A, D, E, and F shall be increased by 5% retroactive to July 1, 2014. Effective July 1, 2015, Appendices A, D, E, and F shall be increased by 2%. Appendix C shall be increased by 7% effective July 1, 2015.

Section 7—Regularly Scheduled Part-Time, Summer School, and Intersession Rate.

- 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.

ARTICLE XII HEALTH AND WELFARE BENEFITS

Article XII shall remain in effect as in the current agreement.

ARTICLE XIV HOURS OF EMPLOYMENT

For the 2014-2015 school year, Article XIV shall remain in effect as in the current agreement.

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 (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.

ARTICLE XV CLASS SIZE

Add Transitional Kindergarten maximum class size of twenty (20) in Section 1. The remaining provisions of Article XV shall remain in effect as in the current agreement.

ARTICLE XVI EVALUATION PROCEDURES

For the 2014-2015 and 2015-2016 school years, Article XVI shall remain in effect as in the current agreement. During the 2016-2017 school year, the attached changes will take effect.

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.

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) work-days 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) work-days 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:

8. Rapport and timely communication with students, parents, staff, and administrators;
9. The accurate and timely maintenance of confidential student records and files;
10. 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;

11. Consultation with students, parents, staff, and administrators on specific needs of students and interpretation of student performance through assessment results;
12. Attendance and punctuality;
13. Member Judgment; and
14. 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

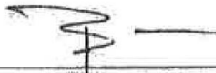
- A. Goal Assessment Meeting
 1. With the mutual agreement of both the evaluator and the unit member, the Goal Assessment Meeting may be held prior to or in conjunction with the Evaluation Meeting.
 2. At this meeting, the unit member shall provide evidence of progress toward each goal. The evaluator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

1. 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.

SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT



Perry Wiseman
Assistant Superintendent
Certificated Human Resources




Gordon Amerson
Director
Certificated Human Resources

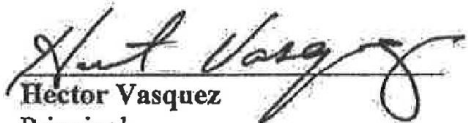


Gloria Morgon
Director
Certificated Human Resources

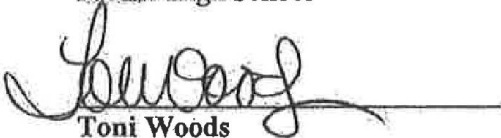
Natalie Raymundo
Principal
Richardson Prep School



Sandra Rodriguez
Director
Employee Relations



Hector Vasquez
Principal
Pacific High School



Toni Woods
Principal
Anton Elementary School

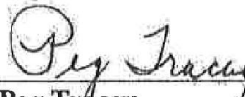
SAN BERNARDINO
TEACHERS ASSOCIATION



Michael Peterson
SBTA Negotiations chair



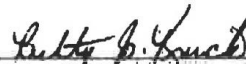
Justin Arnold
Regional UniServe Staff
CTA



Peg Tracey
Regional UniServe Staff
CTA



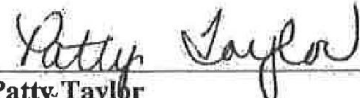
Jorge DeLatorre
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