



**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

and

**COMMUNICATIONS WORKERS OF
AMERICA**

AGREEMENT

July 1, 2012 - June 30, 2015

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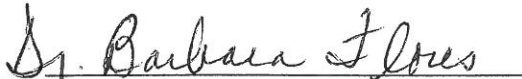
AGREEMENT

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 **COMMUNICATIONS WORKERS OF AMERICA** (hereinafter referred to as "Union"), supersedes the previous **AGREEMENT** and all amendments thereto.

In witness whereof, the Parties hereto have executed this **AGREEMENT** on this 1st day of July, 2012.

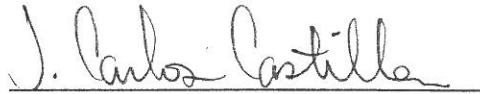
SAN BERNARDINO
UNIFIED SCHOOL DISTRICT

COMMUNICATIONS
WORKERS OF AMERICA



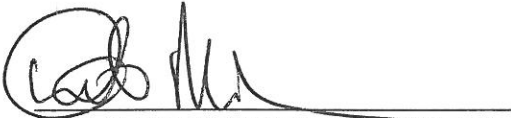
BARBARA FLORES, Ph.D.

President,
Board of Education



J. CARLOS CASTILLO

President, CWA Local 9588



DALE MARSDEN, Ed.D.

Superintendent



RON FLETCHER

Area Vice President
SBCUSD



HAROLD J. VOLLKOMMER, Ed.D.

Assistant Superintendent,
Human Resources

1 **ARTICLE I - RECOGNITION**

2 **Section 1--Union's Representation Unit.**

3 The District hereby acknowledges the Communications Workers of America,
4 hereby after referred to as Union, as the exclusive bargaining representative for
5 all day-to-day, long-term, resident, and retired substitute teachers.

6
7 **Section 2--Exclusions.**

8 All employees who are included in another existing bargaining unit of the
9 District, and all management, supervisory and confidential employees.

10

1 **ARTICLE II - NOTICE**

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

8
9 District: Assistant Superintendent
10 Human Resources
11 San Bernardino City Unified School District
12 777 "F" Street
13 San Bernardino, CA 92410

14
15 Union: President
16 CWA, Local 9588
17 190 West "G" Street
18 Colton, CA 92324

19
20 Either Party may change the address to which notice shall be given by a notice
21 sent in accordance with the provisions of this Article.

1 **ARTICLE III - DISTRICT RIGHTS**

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

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

1 **ARTICLE IV - UNION RIGHTS**

2 **Section 1--Facilities.**

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

8
9 **Section 2--Reasonable Time.**

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

12
13 **Section 3--Communication.**

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

18
19 **Section 4--Right of Access.**

20 Authorized Union representatives shall, in accordance with the conditions
21 noted herein, have the right of reasonable access to District facilities for the
22 purpose of contacting union members and translating lawful Union business.
23 Upon arriving at a school site, any representative shall first report to the office

1 of the site administrator to announce his/her presence. In no event shall any
2 representative or union member interrupt or interfere in any way with normal
3 work. Contacts with union members shall be limited to non-classroom
4 teaching hours, such as, breaks, duty-free lunch periods, and before and after
5 school.

6
7 **Section 5--Bargaining Unit Information.**

8 The District shall include union dues deduction and membership application
9 forms in the hire packet provided to new union members. Upon receipt of
10 completion, the District shall forward the forms to the Union. Each month the
11 district shall provide by email, an updated list containing each substitute,
12 his/her current address, telephone number, and email address.

13
14 **Section 6--Copies of the Contract.**

15 The District shall maintain a copy of the current Collective Bargaining
16 Agreement along with any Memorandum of Understanding (MOU) on the
17 District's web page. In addition, each year the District shall provide fifty (50)
18 copies of the Collective Bargaining Agreement to the Union's Vice President.

19
20 **Section 7--Pre-Service Orientation.**

21 The District may conduct a required pre-service orientation for substitute
22 teachers. The District shall provide the union thirty (30) minutes on the agenda
23 of any New Substitute Orientation meetings. Should the District need to

1 exercise a certificated Reduction in Force in any given school year, one (1)
2 special orientation meeting per year will be scheduled for teachers who have
3 been laid off and who have chosen to substitute teach.

4
5 **Section 8--Release Time.**

6 A. A maximum of forty-four (44) days per school year shall be granted with
7 pay to union representatives to conduct union business (negotiations,
8 mediation, District designated committees, grievance hearings and
9 disciplinary meetings), provided that such release time is not used in
10 furtherance of, or in connection with, a work stoppage or other refusal to
11 work. This time may only be used when meetings are scheduled during
12 times when union representatives might otherwise provide substitute
13 service. Request for release time must be submitted to the District's
14 Chief Human Resources Officer a minimum of two (2) work days prior to
15 the requested time of release. The reason for release time shall be
16 identified within the request.

17 B. The Union shall notify the District in writing the name(s) of the
18 bargaining unit member(s) eligible to be released under the provision of
19 this section each July. Should the need arise to change eligible
20 representatives, the District will be notified no less than five (5) days
21 prior to the use of release time.

1 **ARTICLE V - UNION SECURITY**

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

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

10
11 **Section 2--Fair Share.**

12 Any union member who is not a member of the Union, or who does not make
13 application for membership within thirty (30) days of the effective date of this
14 Agreement or within thirty (30) days from the date of commencement of
15 assigned duties within the bargaining unit, shall become a member of the
16 Union or pay to the Union a service fee. The service fee shall be established by
17 the Union. The service fee shall be payable to the Union in the same manner
18 as required for the payment of membership dues, provided, however, that the
19 union member may authorize payroll deduction for such fee in the same
20 manner as provided in Section 1 of this Article. In the event that a union
21 member shall not pay such fee directly to the Union, or authorize payment
22 through payroll deduction as provided in Section 1, the Union shall so inform
23 the District, and the District shall immediately begin automatic payroll

1 deduction as provided in Education Code Section 45061 and in the same
2 manner as set forth in Section 1 of this Article. There shall be no charge to the
3 Union for such mandatory service-fee deductions.

4
5 **Section 3--Alternate Payment.**

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

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

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

6
7 **Section 5--Information.**

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

10
11 **Section 6--Indemnification.**

12 The Union shall indemnify, defend, and hold harmless the District, the
13 District's Board of Education, including each individual School Board member,
14 and employees acting within the scope of their employment, agents and
15 representatives of the District against any and all claims, demands, suits or
16 other forms of liability, including, but not limited to, wages, damages,
17 judgments, fees, fines, court costs, attorney fees, and any back pay, penalties,
18 or awards resulting from any court, arbitrator, or PERB order, judgment, or
19 settlement that may arise by reason of, or resulting from the operation of this
20 Article in this Agreement. The Union shall bear all costs of defending against
21 any and all such claims, demands, suits, or other forms of liability, including,
22 but not limited to, court costs, attorney fees, and all other costs of litigation.
23 Upon commencement of such legal action, the Union shall have the exclusive

1 right to decide and determine whether any claim, liability, suit, or judgment
2 made or brought against the District or Union because of such action shall or
3 shall not be compromised, resisted, defended, tried, or appealed. The Union's
4 decision thereon shall be final and binding upon all Parties protected by this
5 Section 6. This paragraph shall not be construed as a waiver on the part of the
6 District, Board of Education, or any individual protected by this Section of any
7 claim against the Union for failing to act in good faith in settling a claim or any
8 failure to competently defend and hold them harmless. Within ten (10) days of
9 proper service of a claim, demand, suit, or other legal action against any
10 protected Party, the District shall inform the Union and provide the Union with
11 copies of any documents received as a result of the legal action. Upon request,
12 the District shall provide the Union's legal counsel with documents and
13 information reasonably related to providing a defense.

14

1 **ARTICLE VI - CITIZENS' COMPLAINT PROCEDURES**

2 **Section 1--Investigations.**

3 All significant citizen complaints will be investigated by a representative of the
4 District. Individual union members who are the subject of a citizen's complaint
5 that is of a significant nature shall be informed of this complaint along with the
6 elected representative of the Union. In the case of signed, written citizen
7 complaints filed with the District's Chief Human Resources Officer or designee,
8 a copy of the complaint shall be forwarded to the employee and the elected
9 union representative within five (5) working days of receipt.

10
11 **Section 2--Exclusions.**

12 Notwithstanding any other provision herein, this article shall not apply in cases
13 involving complaints against union members in which the subject matter is
14 addressed under state or federal law, including but not limited to, complaints
15 involving child abuse, sexual harassment, discrimination, civil rights, and
16 other statutory violations.

1 **ARTICLE VII – UNION MEMBER’S RIGHTS**

2 **Section 1--Physical Examination.**

3 The District will pay any or all fees charged by the District approved clinic for
4 x-ray or intradermal tests to detect Tuberculosis as required by the District for
5 union members. Union members who wish to provide x-ray or intradermal
6 clearances from personal physicians may do so. Additional expense resulting
7 from use of private medical facilities shall not be borne by the District. Such
8 physical examination will be required at least once each four (4) years or more
9 often if recommended by the San Bernardino County Health Officer.

10
11 **Section 2--Removal From SPIN System.**

12 In the event a decision is made to remove a substitute from the SPIN System,
13 the District shall notify the employee within five (5) workdays from the date of
14 the removal. Upon written request by the union member to the District Office
15 Human Resources Department, the employee shall be provided the reason(s)
16 for the removal. If the employee is not satisfied with the reason(s) provided,
17 he/she may request review of the decision by the Assistant Superintendent,
18 Human Resources.

19
20 **Section 3--Employee Property Reimbursement.**

21 Union members shall be reimbursed in accordance with Board Policy 2005.1a
22 and 2005.1b.

1 **Section 4--Non-Discrimination.**

2 Neither the District nor the Union shall unlawfully discriminate against any
3 employee on the basis of race, color, religion, sex, national origin, handicap,
4 age, marital status, sexual orientation (as provided by the State and Federal
5 Law), nor engage in any form of sexual harassment, nor on the basis of
6 membership or lack of membership in an employee organization, nor from
7 participation in lawful employee organization activities, or refraining from
8 participating in employee organization activities.

9

1 **ARTICLE VIII - PERSONNEL FILES**

2 **Section 1--Inspection.**

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

6
7 **Section 2--Exclusions.**

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

12
13 **Section 3--Access.**

14 Every union member shall have the right to inspect such materials, upon
15 request, provided that the request is made at a time when such person is not
16 actually required to render services to the employing district.

17
18 **Section 4--Release of Materials.**

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

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

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

5
6 **Section 6--Derogatory Material.**

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

13
14 **Section 7--Confidentiality.**

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

1 **Section 8--Log.**

2 The District shall keep a log showing the name and date in which a personnel
3 file was examined by individuals other than employees assigned to Human
4 Resources and Employee Relations. The log shall be available for examination
5 by the union member or Union representative, if so authorized by the union
6 member.

7

1 **ARTICLE IX - PROTECTION AND SAFETY**

2 **Section 1--General.**

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

6
7 **Section 2--Safety Equipment.**

8 The District shall provide safety equipment reasonably necessary to permit
9 union members to perform assigned duties safely. This will include an
10 adequate number of first-aid kits at each work location. Whenever possible
11 and practicable, the District shall also provide substitutes a set of classroom,
12 restroom and panic bar (hex) keys. This section will not be subject to the
13 grievance procedure. Substitutes will not be disciplined for the first set of
14 misplaced keys.

15
16 **Section 3--Student Behavior and School Information.**

17 A. A union member may exercise, during performance of his/her duties, the
18 same degree of physical control over a pupil that a parent would be
19 legally privileged to exercise; but in no event shall it exceed the amount
20 of physical control reasonably necessary to maintain order, protect
21 property, or protect the health and safety of pupils, or to maintain proper
22 and appropriate conditions conducive to learning. A union member is
23 not required to place himself/herself in imminent danger of serious

1 bodily injury in order to protect another employee or student from an
2 assault.

3
4 B. Whenever any union member is attacked, assaulted, or physically
5 threatened by any pupil, it shall be the duty of the union member to
6 promptly report the incident to his/her supervisor or law enforcement.
7 The District and the union member will cooperate with law enforcement
8 at all stages of the criminal or juvenile justice system through and
9 including prosecution.

10
11 C. The District shall provide a substitute folder for each classroom. The
12 substitute folder shall be maintained by the teacher and the onsite
13 administrator. The substitute folder should include, as necessary:

- 14 • Emergency Lesson Plans
- 15 • Emergency Information
- 16 • Bell Schedules
 - 17 — Regular
 - 18 — Minimum
 - 19 — Modified
 - 20 — Inclement Weather
- 21 • School Map
- 22 • School Discipline Procedures
- 23 • List of Team and/or Buddy Teachers
- 24 • Current Class Roster

- 1 — List of elementary students exchanged during the day;
- 2 — Seating charts;
- 3 — List of special needs students, interventions;
- 4 — List of students who must leave class:
 - 5 ○ RSP
 - 6 ○ Music
 - 7 ○ Cafeteria workers
 - 8 ○ Special testing
 - 9 ○ Speech
 - 10 ○ Adaptive P.E.
 - 11 ○ Medications
- 12 ● List of Whole Class Activities
 - 13 — P.E.
 - 14 — Library
 - 15 — Assembly
- 16 ● Site Phone Lists and Phone Use Instructions
- 17 ● Referral Forms (High/Low)
- 18 ● Substitute Feedback Forms
- 19 ● Name and Role of Aides in the Classroom
- 20 ● Release Process
 - 21 — Bus
 - 22 — CAPS
 - 23 — Walk
 - 24 — Parent pick-up

25
26 This section will not be subject to the grievance procedure.

27

28

1 **Section 4--Unsafe Conditions.**

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

7
8 **Section 5--Safety Training.**

9 The District shall provide safety training reasonably necessary to permit union
10 members to perform assigned duties safely.

11
12 **Section 6--Disaster Service Worker.**

13 All union members are disaster service workers. When assigned disaster
14 service activities by the District, they are working within their scope of
15 employment.

16
17 **Section 7--Safety Rules.**

18 Union members must comply with all safety rules.

19
20 **Section 8--Safety Committee.**

21 The Union shall have a representative on the District Safety Committee. The
22 Safety Committee shall meet as necessary, but no less frequently than three (3)
23 times per fiscal year. The purpose of the committee is to review and discuss

1 workplace safety issues and make recommendations to improve employee
2 safety.

3
4 **Section 9--Emergency Communication.**

5 Union members assigned to a school site shall have access to a telephone or
6 other electronic communication device available to summon help in case of an
7 emergency including an updated phone list. When a substitute is assigned to a
8 portable or physical education class without telephones, the District shall
9 provide the name of a buddy teacher to contact in the event of an emergency.

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

12 Union members shall have access to a copy of the school site Discipline Plan.

13

1 **ARTICLE X - GRIEVANCE PROCEDURE**

2 **Section 1--Definition.**

3 A. A grievance is a written allegation by a union member(s) or Union that
4 he/she/they has/have been adversely affected by an alleged violation,
5 misinterpretation, or misapplication of a provision of this Agreement.

6
7 B. Immediate supervisor is the lowest level administrator having jurisdiction
8 over the grievant.

9
10 C. "Day" means school day during which students are required to be in
11 attendance.

12
13 **Section 2--General Provisions.**

14 A. Every union member shall have the right to present grievances in
15 accordance with these procedures with or without representation.
16 Nothing contained in this Article shall be construed to prevent any
17 individual union member from discussing a problem with an agent of the
18 District and having it resolved without filing a grievance as provided
19 herein.

20
21 B. The failure of the grievant to act within the prescribed time limits stated
22 in this Article will act as a bar to any further appeal.

1 C. Any union member at any time may present grievances to the District
2 and have such grievances adjusted, without the intervention of the
3 Union, as long as the adjustment is reached prior to arbitration and the
4 adjustment is not inconsistent with the terms of the Agreement. The
5 District shall not agree to a resolution of the grievance until the Union
6 has received a copy of the grievance and the proposed resolution and has
7 been given the opportunity to file a response.
8

9 D. Hearings and conferences under this procedure shall be conducted at a
10 time and place that will afford an opportunity for all persons entitled to
11 be present to attend and will be held, insofar as possible, after the
12 regular hours of instruction or during the non-teaching time of personnel
13 involved. When such hearings and conferences are held at the request of
14 the District during the regular workday, all employees whose presence is
15 required shall be released without loss of pay for those hours they are
16 required to attend such hearing or conference. However, the District will
17 not release without loss of pay more than one (1) representative per
18 grievance.
19

20 E. Any investigation or other handling or processing of a grievance by a
21 grievant or the Union shall be conducted so as to result in no
22 interference with, or interruption of the instructional program.
23

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

2 A. Level I: Any union member who has a grievance may reduce such matter
3 to writing within ten (10) days after the union member has knowledge, or
4 reasonably should have knowledge, of the event that caused the
5 grievance, and submit it to the immediate supervisor who shall meet with
6 the union member and/or a Union representative, in an attempt to
7 resolve the matter. Such meeting and a response in writing by the
8 immediate supervisor will be made within ten (10) days after submission
9 of the grievance into Level I. If the union member has proceeded through
10 the steps outlined in Article VII, Section 2 – Removal from SPIN System,
11 the ten (10) days will start after the union member has been notified by
12 the supervisor of the outcome.

13
14 B. Level II: If the grievance is not resolved in Level I, a written notice of
15 appeal to Level II shall be served by the grievant to the District within ten
16 (10) days following disposition of the grievance in Level I. Such grievance
17 shall be discussed at a meeting with the union member and/or his/her
18 representative, and the Superintendent or his designee, and whomever
19 else the Superintendent or his designee elects to be present. Such
20 meeting and a response in writing by the District will be made within ten
21 (10) days after submission of the grievance into Level II.

1 C. Level III: If the grievance is not satisfactorily resolved in Level II, the
2 Union may, within ten (10) days after receipt of the District's reply,
3 submit a written notice to the District of its intent to submit the
4 grievance to final and binding arbitration. Within ten (10) days following
5 receipt of the Union's notice of intent to submit the grievance to
6 arbitration, the District shall request the California State Conciliation
7 Service to provide a list of seven (7) arbitrators from which the Parties
8 shall strike alternately until only one (1) name remains, with the first
9 strike determined by a flip of a coin. The remaining name shall be the
10 arbitrator. The cost of the arbitrator's services shall be borne equally by
11 the Union and the District. The arbitrator shall have no authority to add
12 to, subtract from, or to alter, amend, or change any of the terms and
13 conditions of this Agreement. The arbitrator's decision must be limited
14 to the specific issue or issues submitted to him/her and based upon the
15 arbitrator's interpretation of meaning or application of the language of
16 the Agreement. The arbitrators' decision shall be final and binding.

17
18 **Section 4--Waivers.**

19 A. Any of the time limits set forth in this Article may be waived by written
20 agreement between the Parties.

21
22 B. Any of the levels or procedures in this Article may be waived by written
23 agreement between the Parties.

1 **Section 5--Union Representation.**

2 Designated Union representatives shall be provided reasonable release time for
3 processing grievances to the extent required by law. The names of the
4 designated Union representatives, not to exceed seven (7), shall be provided to
5 the Superintendent or designee by July 15th of each school year. When ever
6 possible, the processing of grievances shall be conducted during non-work
7 time. In the event that release time is necessary for a long-term substitute
8 teacher, the Union shall provide 24-hour prior written notice to the site
9 administrator.

10

1 **ARTICLE XI – WAGES**

2 **Section 1--Day-to-Day Substitution.**

3 **2012-2015**

4 Day-to-day substitutes will be paid one hundred twenty-five dollars (\$125.00)
5 per day.

6
7 **Section 2—Long-Term Substitution.**

8 Long-term substitutes will be paid one hundred twenty-five dollars (\$125.00)
9 per day for the first twenty (20) days of the long-term assignment.

10
11 On the twenty-first (21) day of the long-term assignment and thereafter the
12 long-term substitute will be paid one hundred thirty-five dollars (\$135.00) per
13 day retroactive to the first day of the long-term assignment.

14
15 Long-term Substitution is defined as more than twenty (20) consecutive days
16 taught in the same assignment within a given school year. The No Child Left
17 Behind (NCLB) Act requires that long-term substitute teachers meet highly
18 qualified teacher guidelines.

19
20 **Section 3--Retired SBCUSD Teachers.**

21 Teachers that have retired from the San Bernardino City Unified School District
22 shall receive the long-term daily substitution daily rate.

1 **Section 4--Resident Substitute Teachers.**

2 Prior to the beginning of each school year and on a year to year basis
3 thereafter, the District's Human Resources office at its discretion may
4 designate resident substitutes based on the following terms and conditions:

- 5 1. The resident substitute shall commit to substituting a minimum of one
6 hundred seventy (170) days per school year for the District.
- 7 2. Resident substitutes shall be assigned at the discretion of the District to
8 a specific site or to various sites. A resident substitute may be assigned
9 specifically to the elementary level grade span, secondary level grade
10 span, or both. Reasonable effort shall be made to honor a resident
11 substitute's request for a specific grade level span.
- 12 3. Resident substitutes assigned to a specific site are responsible for
13 attending staff development meetings and performing other professional
14 responsibilities as assigned by the site administrator.
- 15 4. Resident substitutes shall earn the long-term rate of pay effective the
16 first day of service as a resident substitute and shall receive an
17 additional \$10.00 per day if assigned exclusively at the secondary levels
18 (7-12), or (6-12) if the sixth grade is at the middle school.
- 19 5. The District retains the discretion to remove a resident substitute from
20 classification as a resident substitute pursuant to this Agreement and
21 their status as an at-will employee.
- 22 6. The District shall provide the Union with a list of all resident substitutes
23 and their yearly assignment.

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Section 5--Preparation/Conference Period for Long-Term Substitutes.

A. Long-term substitute teachers are to remain on campus during any Preparation/Conference periods.

B. Long-term secondary substitutes shall be entitled to a preparation/conference period based on the following conditions:

(1) The preparation/conference period is available in the position to which they are assigned; and

(2) The long-term substitute is being required by the site administrator to prepare grades, attend meetings and/or in-services, prepare lesson plans, and/or conference with parents, and

(3) The onsite day-to-day substitutes are available to cover other classes as necessary during the long-term substitute's preparation/conference period.

C. Conference periods shall be used by the long-term substitute for grading or preparing grades, attending meetings and/or in-services, preparing lesson plans, and/or conferencing with parents.

1 D. Long-term substitutes who meet all of the conditions listed in “B” above
2 and are required by the Principal or designee to teach during their
3 preparation/conference period after the twentieth (20th) day of a long-
4 term assignment shall be compensated at \$20.00 per period, effective
5 after the twentieth (20th) day, and after the third (3rd) occasion, in that
6 same long-term assignment. No preparation/conference period served
7 under this section shall be retroactive for credit or pay to the first day of
8 assignment.

9
10 **Section 6--Work Day.**

11 A. The assigned work day shall begin when the regular teaching staff arrives
12 prior to the beginning of the school day and end at the teachers’
13 designated time of departure at the end of the work day.

14 B. Unit members shall have a duty-free lunch period of thirty (30)
15 consecutive minutes or more which shall be set by the site administrator.

16
17 **Section 7--Minimum Day.**

18 Substitute teachers who work less than 3 ³/₄ hours will be paid half of their
19 daily rate. If the substitute works 3 ³/₄ hours or more they are paid their full
20 daily rate. As salaries increase over time the practice of half day/full day will
21 continue.

1 **ARTICLE XII - CONCERTED ACTIVITIES**

2 **Section 1--Union Obligations.**

3 It is agreed and understood that there will be no strike, work stoppage,
4 slowdown, or any concerted action or other interference with the operations of
5 the District by the Union or by its officers, agents, or members during the term
6 of this Agreement, including compliance with the request of other employee
7 organizations to engage in such activity. The Union recognizes the duty and
8 obligation of its representatives to comply with the provisions of this Agreement
9 and to make every effort toward inducing all union members to do so. In the
10 event of a strike, work stoppage, slowdown, concerted action, or other
11 interference with the operations of the District by union members who are
12 represented by the Union, the Union agrees, in good faith, to take all necessary
13 steps to cause those union members to cease such action.

14
15 **Section 2--Breach of Agreement.**

16 It is understood that in the event Section 1 above is violated, this Agreement
17 shall be breached and the District may elect to withdraw any rights, privileges,
18 or services provided for herein from any union members or the Union.

19
20 **Section 3--District Obligations.**

21 During the term of this Agreement or any extension thereof, the District agrees
22 that it will not lockout its employees.

23

1 **ARTICLE XIII - EFFECT OF AGREEMENT**

2 **Section 1--Complete Understanding.**

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

15

ARTICLE XIV - SAVINGS

1
2 If any provisions of this Agreement are held to be contrary to law by a court of
3 competent jurisdiction, such provisions shall not be deemed valid or
4 subsisting, except to the extent permitted by law, but all other provisions will
5 continue in full force and effect. In the event of suspension or invalidation of
6 any Article or Section of this Agreement, the Parties agree to meet and
7 negotiate on the issue at a mutually agreeable time and place after such
8 determination.

1 **ARTICLE XV - TERM OF AGREEMENT**

2 **Section 1--Duration.**

3 Except as otherwise provided herein and in Section 2 below, this Agreement
4 shall remain in full force and effect from July 1, 2012 through June 30, 2015,
5 and from year-to-year thereafter, unless modified or amended pursuant to the
6 following provisions.

7
8 **Section 2--Re-openers.**

9 During the 2013-2014 and 2014-2015 school years, the parties may mutually
10 agree in writing to re-open wages and one (1) article.

11
12 **Section 3--Successor Negotiations.**

13 No sooner than March 1, 2015 and no later than April 1, 2015 preceding
14 expiration of this Agreement, the Union shall present its initial proposals. At a
15 date to be determined by the Parties, the Union and the District shall
16 commence meeting and negotiating for a successor agreement. Any Agreement
17 reached between the Parties shall be reduced to writing, and, if ratified by the
18 Union and adopted by the Board of Trustees, signed by both Parties.

19
20 **Section 4--Amendment.**

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