



**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

and

**SAN BERNARDINO TEACHERS
ASSOCIATION**

AGREEMENT

JULY 1, 2006 – JUNE 30, 2008

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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 1st day of July, 2006.

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**

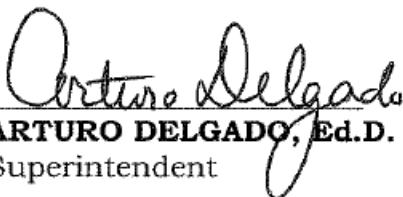
**SAN BERNARDINO
TEACHERS ASSOCIATION**



MARLIN BROWN, Ed.D.
President,
Board of Education



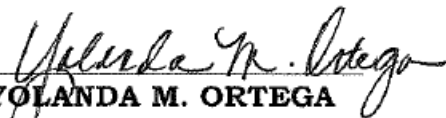
LINDA WHITAKER
President



ARTURO DELGADO, Ed.D.
Superintendent



CONRAD OHLSON
Executive Director



YOLANDA M. ORTEGA
Assistant Superintendent
Employee Relations

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

- 1 L. H. Resource Specialist
- 2 Permit Teacher:
 - 3 Child Center
 - 4 Day Care Center
 - 5 Preschool
- 6 Librarian
- 7 Mild/Moderate Special Education Teacher – D.I.S.
- 8 Program Facilitator
- 9 Program Specialist
- 10 Psychologist
- 11 Regularly Scheduled Part-Time and Hourly Teacher:
 - 12 Home and Hospital
 - 13 Adult Education
- 14 Resource Teacher
- 15 R.O.T.C. Teacher
- 16 SDC Teacher - Special Schools
- 17 Secondary Categorical Program Specialist
- 18 School Nurses
- 19 Speech Therapist
- 20 Support Teacher
- 21 Summer School Teacher
- 22 Teacher on Assignment
- 23
- 24 **Section 2--Exclusions.**
- 25 Specifically excluded from the Representation Unit are all management,

1 confidential, and classified employees. In addition, all part-time casual
2 employees, all day-to-day substitute employees, and all employees who work
3 less than twenty-five percent (25%) of either the regular workday or regular
4 work year are excluded. The Association agrees that the unit is appropriate
5 and that it will not seek a clarification or amendment of the existing unit,
6 either as to the exclusions or the enumerated inclusions.

7
8 **Section 3--New Classifications/Unit Accretions.**

9 The District agrees to meet and discuss with the Association the inclusion or
10 exclusion of any newly instituted certificated job classification. If the District
11 and the Association fail to agree upon the inclusion or exclusion of the new
12 certificated job classification, the issue will be submitted to the Public
13 Employment Relations Board. The District and the Association may jointly
14 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
Employee Relations Department
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.

1 **ARTICLE III - NEGOTIATING GROUND RULES**

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

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

5
6 **Section 2--Consultants.**

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

11
12 **Section 3--Private Sessions.**

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

15
16 **Section 4--Agendas.**

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

23
24 **Section 5--Data.**

25 The District agrees to provide to the Association a copy of all documents

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

14 |
15 | **Section 6--Release Time.**

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

20 |
21 | **Section 7--Minutes.**

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

1 **ARTICLE IV - NON-DISCRIMINATION**

2 **Section 1--Non-Discrimination.**

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

10
11 **Section 2--Reasonable Accommodation for Qualified Disabled Unit**

12 **Members.**

13 A. The District and the Association acknowledge that both parties have a
14 legal obligation to consider reasonable accommodation for qualified
15 disabled employees.

16
17 B. If the District determines that it must reasonably accommodate a
18 disabled employee, the legal obligation shall superseded all sections of
19 the agreement in conflict with the duty to reasonably accommodate.

20
21 C. The Association recognizes that the District has the legal obligation to
22 meet individually with qualified disabled employees to discuss reasonable
23 accommodation. If the District determines that the implementation of
24 the reasonable accommodation will conflict with the rights of other
25 employees, the District will give the Association written notice and an

1 opportunity to meet with the District to discuss alternatives. The
2 Association agrees to keep medical information related to the reason for
3 the reasonable accommodation confidential, unless the affected employee
4 signs a release.

5
6 **Section 3--Remedy.**

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

1 **ARTICLE V - 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 when present employees are not available to
16 perform such work; and take any action on any matter in the event of an
17 emergency as provided in Section 3 herein. In addition, the District retains the
18 right to hire, classify, assign, evaluate, promote, demote, terminate, and
19 discipline employees. This recital in no way limits other District powers as
20 granted by law.

21
22 **Section 2--Limitation.**

23 The exercise of the foregoing powers, rights, authority, duties, and
24 responsibilities by the District; the adoption of policies, rules, regulations, and
25 practices in furtherance thereof; and the use of judgment and discretion in

1 connection therewith shall be limited only by the specific and express terms of
2 this Agreement, and then only to the extent such specific and express terms
3 are in conformance with law.

4
5 **Section 3--Emergencies.**

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

1 **ARTICLE VI - ASSOCIATION RIGHTS**

2 **Section 1--Facilities.**

3 The Association shall have the right to use District facilities at reasonable
4 times, providing that requests for the use of facilities shall be submitted on
5 regular District forms provided for such use and subject to the provisions of
6 the Civic Center Act. Individual school meetings held within or adjacent to the
7 regular 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 Association shall have the right to post notices of Association concern on
15 bulletin boards, at least one of which shall be maintained in each work location
16 in an area frequented by unit members. A notice must be dated and must
17 identify the person and organization responsible for its promulgation.

18
19 **Section 4--Pre-School Orientation.**

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

23
24 **Section 5--Right of Access.**

25 Authorized Association representatives shall, in accordance with the conditions

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

9 |
10 | **Section 6--Bargaining Unit Information.**

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

16 |
17 | **Section 7--Layoff Notification.**

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

22 |
23 | **Section 8--Copies of the Contract.**

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

1 **Section 9--Association Leave.**

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

6
7 On any school day that the District does not have sufficient substitutes
8 to meet the needs of the District, the Association's President shall report
9 for a substitute assignment as directed by the District.

10
11 B. Association Time Bank: A maximum of one hundred (100) days per
12 school year shall be granted during the term of this Agreement to unit
13 members for Association representation. Unit members under this
14 provision shall be allowed time off without loss of pay or benefits. The
15 Association shall pay the long-term substitute salary for each day of
16 absence and complete any forms required by the District for the purpose
17 of record keeping. Except as authorized in other specific provisions of
18 this Agreement, individual unit members may not use more than fifteen
19 (15) Association leave days per school year.

20
21 Leaves under this subsection will be allowed for the following
22 representation activities:

23
24 (1) Grievance Representation: Association representatives, designated
25 to the District, shall be granted leave to investigate and process

1 grievances. Twenty-four (24) hours' notice will be presented to the
2 District. Individual grievance representatives may not use more
3 than three (3) such leave days per month..

4
5 (2) Association Business: With forty-eight (48) hours' notice, Association
6 representatives may use time as set forth in this subsection for other
7 lawful Association business.

1 process, once notice has been given, shall preclude comment by
2 representatives of the employee organization on any such proposed
3 Board policy. The Association reserves the right to respond to any
4 proposed Board policy offered for consultation that has changed since
5 presentation to the Association for consultation.

6
7 B. If the District does not follow the consult process, the Association may
8 file an objection with the Employee Relations Office.

9
10 **Section 5--Release Time.**

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

18
19 **Section 6--Desegregation and Integration.**

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

1 **ARTICLE VIII - ASSOCIATION SECURITY**

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

3 Any unit member who is a member of the Association, 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 Association. The District
7 shall not be obligated to put into effect any new, changed, or discontinued
8 deduction until the pay period that commences thirty (30) days or more after
9 submission to the District's Payroll Office.

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

12 Any unit member who is not a member of the Association, or who does not
13 make application for membership within thirty (30) days of the effective date of
14 this 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 Association or pay to the Association a service fee. The service fee shall be
17 established by the Association. The service fee shall be payable to the
18 Association in a one-lump cash payment in the same manner as required for
19 the payment of membership dues, provided, however, that the unit member
20 may authorize payroll deduction for such fee in the same manner as provided
21 in Section 1 of this Article. In the event that a unit member shall not pay such
22 fee directly to the Association, or authorize payment through payroll deduction
23 as provided in Section 1, the Association shall so inform the District, and the
24 District shall immediately begin automatic payroll deduction as provided in
25 Education Code Section 45061 and in the same manner as set forth in Section

1 1 of this Article. There shall be no charge to the Association for such
2 mandatory service-fee deductions.

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

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

20
21 **Section 4--Remitting Dues and Service Fees.**

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

1 **Section 5--Information.**

2 The Association shall furnish any information needed by the District to fulfill
3 the provisions of this Article.
4

5 **Section 6--Indemnification.**

6 The Association shall indemnify, defend, and hold harmless the District, the
7 District's Board of Education, including each individual School Board member,
8 and employees acting within the scope of their employment, agents and
9 representatives of the District against any and all claims, demands, suits or
10 other forms of liability, including, but not limited to, wages, damages,
11 judgments, fees, fines, court costs, attorney fees, and any back pay, penalties,
12 or awards resulting from any court, arbitrator, or PERB order, judgment, or
13 settlement that may arise by reason of, or resulting from the operation of
14 Article VIII of this Agreement. The Association shall bear all costs of defending
15 against any and all such claims, demands, suits, or other forms of liability,
16 including, but not limited to, court costs, attorney fees, and all other costs of
17 litigation. Upon commencement of such legal action, the Association shall
18 have the exclusive right to decide and determine whether any claim, liability,
19 suit, or judgment made or brought against the District or Association because
20 of such action shall or shall not be compromised, resisted, defended, tried, or
21 appealed. The Association's decision thereon shall be final and binding upon
22 all Parties protected by this Section 6. This paragraph shall not be construed
23 as a waiver on the part of the District, Board of Education, or any individual
24 protected by this Section of any claim against the Association for failing to act
25 in good faith in settling a claim or any failure to competently defend and hold

1 | them harmless. Within ten (10) days of proper service of a claim, demand, suit,
2 | or other legal action against any protected Party, the District shall inform the
3 | Association and provide the Association with copies of any documents received
4 | as a result of the legal action. Upon request, the District shall provide the
5 | Association's legal counsel with documents and information reasonably related
6 | to providing a defense.

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

2 **Section 1--Investigations.**

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

1 **ARTICLE X - CREDENTIALS AND QUALIFICATIONS**

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 unit members. Unit members who wish to provide x-ray or intradermal
6 clearances from personal physicians may do so, utilizing medical coverage
7 provided under District plans. Additional expense resulting from use of private
8 medical facilities shall not be borne by the District. Such physical examination
9 will be required at least once each four (4) years or more often if recommended
10 by the San Bernardino County Health Officer.

11
12 **Section 2--Professional Growth.**

13 A. This Section applies to those unit members who acquire a clear multiple-
14 or single-subject teaching credential after August 31, 1985.

15
16 B. Those unit members to whom this Section applies shall develop an
17 individual program of professional growth that consists of a minimum of
18 one hundred and fifty (150) clock hours of participation in activities that
19 contribute to competence, performance, or effectiveness in the profession
20 of education. This program is to be completed within a five (5) year
21 period. The five (5) year period begins
22 September 1, 1985, or on the date that a clear credential
23 is issued after September 1, 1985.

24
25 C. Each unit member who obtains a clear credential after August 31, 1985,

1 shall develop a professional growth program that shall be consistent with
2 the requirements of law, regulations adopted pursuant to law, and
3 District needs. Acceptable activities shall include:

4
5 (1) Completion of courses offered by accredited colleges and
6 universities.

7
8 (2) Participation in professional conferences, workshops, teacher center
9 programs, or staff development programs.

10
11 (3) Service as a mentor teacher.

12
13 (4) Participation in District curriculum development programs.

14
15 (5) Participation in educational research or innovation efforts.

16
17 (6) Participation in systematic programs of observation and analysis of
18 teaching service.

19
20 Service in a leadership role in a professional organization. For the service to be
21 acceptable the unit member must serve as an elected officer, a chair of a
22 committee, or an official representative of an organization of professional
23 educators, and the unit member must participate in charting, planning, or
24 forming educational or professional policies, positions, or directives for the
25 organization to pursue. Excluded are activities related to collective bargaining.

- 1 D. A clock hour is determined by the actual time spent in the activity. Each
2 semester unit earned at an accredited college or university shall equal
3 fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock
4 hours.
- 5
- 6 E. Prior to beginning an activity that could accumulate clock hours, the
7 unit member shall submit the proposed activity on District forms to
8 his/her professional growth advisor.
- 9
- 10 F. The unit member is responsible for the submission, accuracy, and
11 truthfulness of all reports relating to acceptable activities and the clock
12 hours claimed.
- 13
- 14 G. Certification of full compliance with the requirements of the five (5) year
15 program shall be submitted by the unit member on District forms to
16 his/her professional growth advisor no later than ninety (90) days prior
17 to the expiration of the five (5) year period.
- 18
- 19 H. Unit members may appeal adverse actions under this Section to Level II
20 of the grievance procedure found in Article XXIV of this Agreement. If
21 the grievance is not resolved at Level II, the unit member may appeal to
22 the Commission on Teacher Credentialing as provided by law.
23 Grievances arising out of this Section shall not be subject to the
24 arbitration provisions set forth in Article XXIV of this Agreement.

1 **ARTICLE XI - WAGES**

2 **Section 1--Wage.**

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

5
6 **Section 2--Extra-Duty Pay.**

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

10
11 **Section 3--Mileage Reimbursement.**

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

20
21 **Section 4--Adult School Rate.**

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

1 **Section 5--Psychologists.**

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

3
4 **Section 6--Permit Teachers.**

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

9
10 **Section 7--Regularly Scheduled Part-Time, Summer School, and**

11 **Intersession Rate.**

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

18
19 A. \$32.00 per hour when teaching classes in the summer school program.

20
21 B. \$28.33 per hour when teaching classes where attendance is taken and
22 the unit member issues credit and grades for student work.

23
24 C. \$26.06 per hour when supervising students or professional assignments,
25 including curriculum writing and mandated in-service training.

1 D. \$19.26 per hour when attending in-service training, except when the unit
2 member accepts a stipend to attend in-service training program.
3

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

5 Unit members appointed as cluster leader counselors by the District from
6 among elementary and middle school counselors shall be paid an annual
7 stipend of \$4,000.
8

9 **Section 9--Temporary Teachers.**

10 Unit members on a temporary contract shall be placed on the appropriate
11 salary schedule based upon training and experience in accordance with policy.
12

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

14 Policy covering maximum initial step placement based upon years of service
15 shall be determined by the District, based upon recruitment needs of the
16 District.
17

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

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

1	Independent Study	1½% of Column XX, Step 1
2	Alternative & Continuation	1½% of Column XX, Step 1
3	SLC Team Leaders (High School Only)	
4		5% of Column XX, Step 1
5	19 or less sections	3% of Column XX, Step 1
6	29 sections	4% of Column XX, Step 1
7	39 sections	5% of Column XX, Step 1
8	40 or more sections	6% of Column XX, Step 1
9	Head Counselor	6% of Column XX, Step 1

10
11 The additional compensation shall be added to base pay as set forth in Section
12 1 of this Article XI so as to be included in the regular pay warrant and
13 computed for retirement purposes.

14
15 **Section 12--Special School Extended Year.**
16 Special day class teachers assigned to special schools shall be paid their per
17 diem rate of pay as set forth in Section 1 of this Article XI when teaching an
18 extended-year program.

19
20 **Section 13--Special Compensation.**
21 A. The District shall reimburse unit members for the cost of not more than
22 one (1) complete examination for the Bilingual Certificate of Competence
23 or the Bilingual Cross Cultural Language and Academic Development
24 Certificate in Target Language Spanish. The reimbursement shall also
25 include the Bilingual Cross Cultural Language and Academic

1 Development Certificate application fee. All reimbursements will be
2 made after successful registration of the Bilingual Cross Cultural
3 Language and Academic Development Certificate with the District.

4
5 B. Unit members who teach in a District-designated Alternative Bilingual
6 Education (ABE) classroom shall be paid a base salary that is equal to
7 five (5) per diems above the base pay set forth in Section 1 of this Article.
8 This extra compensation is paid for the completion of extra duties and
9 responsibilities required of Alternative Bilingual Education (ABE)
10 teachers. Attendance at one (1) day of in-service meetings prior to the
11 beginning of the work year shall be paid at the per diem rate. In order to
12 receive this extra compensation, the unit member must have the
13 Bilingual Specialist Credential, the Bilingual Certificate of Competence,
14 the Bilingual Cross Cultural Language and Academic Development
15 Certificate, the Multiple Subject Credential With Bilingual Emphasis, or
16 the Bilingual Cross Cultural Language and Academic Development
17 Credential.

18
19 C. Speech and Hearing Specialists shall be paid a factor of five percent (5%)
20 of their per diem rate of pay as determined by their placement on
21 Appendix A of this agreement.

22
23 The District shall offer a one-time recruitment bonus of fifteen hundred
24 dollars (\$1500) to newly hired full-time Speech and Hearing Specialists.

1 The fifteen hundred dollar (\$1500) signing bonus will be paid upon
2 completion of the first month of initial full-time employment.

3
4 D. When assigned by the principal or designee to serve as an emergency
5 substitute during their conference period, unit members shall be paid,
6 after the third (3rd) such assignment, twenty-five dollars (\$25.00) per
7 period of thirty (30) minutes to eighty-seven (87) minutes and forty-five
8 dollars (\$45.00) per block scheduled period of eighty-eight (88) minutes
9 or more.

10
11 E. Unit members who are featured presenters on their days off at District-
12 approved student release day(s) in-service training programs shall be
13 paid their per diem rate set forth in Section 1 of this Article.

14
15 F. To staff class periods that cannot be combined to constitute a full-time
16 teaching assignment, the District may offer high school and middle
17 school teachers the hourly rate set forth in Article XI, Section 7 (A) to
18 **regularly teach** a class on the school's master schedule during the
19 teacher's scheduled conference period. The teacher may leave work
20 fifteen (15) minutes after the last period, unless required to attend to
21 professional obligations including, but not limited to, meetings, parent
22 and/or student conference, etc.

23
24 G. The District may offer an initial one-time recruitment bonus to newly
25 hired fully credentialed teachers in hard to fill subject areas, as

1 determined by the District, when funds are available for that purpose.

2 The District and Association will meet and negotiate the specifics of these
3 bonuses prior to implementation.

4 **Section 14--Substitute Rate.**

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

9
10 **Section 15--Special Intersession Class.**

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

17
18 **Section 16--Middle School Departmental Chairpersons and Team Leaders.**

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

22
23 **Section 17--Adult School Departmental Chairpersons.**

24 Adult School departmental chairpersons are appointed by the principal after
25 consideration of the recommendations of the staff within the department. The

1 Adult School department chairperson shall be paid the following for the extra
2 duties and responsibilities of the position, including attendance at one (1)
3 department chair meeting within one (1) week prior to the beginning of the
4 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

12
13 **Section 18--Resource Specialist Development Program.**

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

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

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

8
9 **Section 19--Elementary Combination Classes.**

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

13
14 **Section 20--Instructional Time and Staff Development Programs.**

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

19
20 A. Each staff development day must be equal in length to a full workday, as
21 set forth in Article XIV, Section 2, of this Collective Bargaining
22 Agreement, or equivalent.

23
24 B. Each unit member be in attendance for the full staff development day
25 and must sign in upon arrival and sign out upon departure.

- 1 C. Paid leave, as set forth in Article XX of this Collective Bargaining
2 Agreement, shall not be used for any of the three (3) days of staff
3 development under the terms of the Program.
4
- 5 D. This Section 20 shall be administered in conformity with Senate Bill
6 1193 and shall implement regulations adopted by the State Board of
7 Education and/or the State Superintendent of Public Instruction.
8
- 9 E. The Association, upon request, may consult at the District level on the
10 scheduling and content of District wide staff development days included
11 as part of the Program set forth in item one above.

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

2 **Section 1--Insurance Benefits.**

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

8
9 The District shall pay the full cost of group dental insurance premiums for full-
10 time unit member and eligible dependents and full-time unit member's group
11 life insurance premiums. The District shall pay the full cost of group health
12 insurance premiums for eligible full-time unit members and eligible dependents
13 enrolled in the least expensive of the group health plans. Unit members
14 enrolled in a more expensive group health plan shall have the difference in the
15 cost of premiums between the least expensive health plan and the health plan
16 they have selected deducted from their payroll warrant.

17
18 **Section 2--Administration.**

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

1 **Section 3--Eligibility.**

2 A full-time unit members shall have the total District contribution toward
3 payment for benefits for the unit member and eligible dependents, except as
4 provided for in Section 1 of this Article. Part-time contract unit members
5 covered by this Contract shall have the right to a proportionate share of the
6 total benefit payment if the unit member elects to pay the remaining share of
7 the cost of coverage. Proration shall be based on proportion of full-time
8 employment.

9
10 **Section 4--Insurance Committee.**

11 A. The Association shall have two (2) positions on the District Insurance
12 Committee, which shall represent one-third (1/3) of the voting
13 membership. The Committee will review claims experience and the
14 administration of the group insurance programs in order to contain
15 insurance costs. The Committee shall have the authority to make
16 recommendations to the Association and the Board of Education for the
17 purpose of cost containment. Recommendations made by the Insurance
18 Committee shall be made by consensus. Failure to reach consensus will
19 result in a two-thirds (2/3) vote of the total membership of the
20 Committee. At least one (1) member of each constituent group must vote
21 on the prevailing side. Failure to reach an agreement will result in
22 resolution through negotiations with the Association.

23
24 B. During the term of this Agreement, the Association shall have the right to
25 call for the creation of a Joint Study Committee to determine the

1 feasibility of establishing an Employer/Employee Trust to administer the
2 group insurance benefits provided for in this Agreement. The
3 recommendations, if any, of the Joint Study Committee shall be reported
4 to the Association and District.

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

7 The Association and the District agree to work towards insurance cost
8 containment. As part of this effort, joint employee awareness programs will be
9 conducted.

10
11 **Section 6--Employee Assistance Program.**

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

1 Should the cost of the District's insurance program exceed the amount
2 set forth in sub-section A above, it will be the retiree's obligation to pay
3 the difference, as requested by the District.
4

- 5 D. The contribution will be applied to health insurance benefits provided
6 through the District-adopted hospital and medical insurance program for
7 unit members. If the retired unit member lives outside of the service
8 area of the District-adopted programs, the District will re-reimburse the
9 retired unit member for hospital and medical insurance, up to the limit
10 set forth in sub-section A of this Section.
11

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

- 13 A. Unit members must submit a retirement letter to the District ninety (90)
14 days preceding retirement.
15
- 16 B. Unit members must be eligible to retire and must retire in order to
17 participate in the program.
18
- 19 C. Upon reaching eligibility for Medicare benefits, the retired unit member
20 and/or covered dependent(s) must enroll in a senior plan for retirees
21 offered by the District-adopted group health insurance plans.
22
- 23 D. Upon entering the program, former unit members cease to be unit
24 member for the purposes of this Agreement.
25

1 | E. Unit members are not eligible to participate as both a retiree employee
2 | and as a dependent in group health plans. All of a unit member's eligible
3 | dependents must be enrolled in the same health plan and may not be
4 | 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

1
2
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9
10

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

1 required attendance at new-teacher orientation, if any.

2
3 C. The District shall establish the number of teaching days, parent
4 conference days, workshop days, and other duty days. If, for any
5 unforeseen reason, the number of teaching days falls below the state
6 minimum, the District has the right to require sufficient additional
7 workdays at no additional cost to the District to meet minimum state
8 requirements.

9
10 D. The minimum work year for full-time Adult Education teachers shall be
11 1,086 hours.

12
13 **Section 2--Work Day.**

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

20
21 Classroom teachers at San Andreas High School shall report to work, as
22 designated by the District, 2,050 minutes per week, exclusive of lunch,
23 staff meetings, and adjunctive duties.

24
25 B. Counselors shall have the same workday as classroom teachers at the

1 respective work sites. The starting and ending times of the workday may
2 be adjusted by one (1) hour by the supervisor to meet the needs of the
3 District. The workday shall be exclusive of lunch, staff meetings, and
4 adjunctive duties.

5
6 C. Nurses shall work, as assigned by the District, 2,050 minutes per week,
7 exclusive of lunch, staff meetings, and adjunctive duties.

8
9 D. Psychologists shall work a forty-hour week, exclusive of lunch.

10
11 E. Unit members assigned to the hearing panel or as teachers on curricular
12 assignment to Educational Services may be assigned to work up to forty
13 (40) hours per week, exclusive of lunch, when required by the work load.

14
15 F. Adult Education full-time teachers shall provide at least thirty (30) hours
16 per week of classroom instruction.

17
18 G. Permit teachers shall work eight (8) hours per day.

19
20 H. Unit members assigned to work as program specialists in programs,
21 such as Learning Handicapped in regular classes, driver education, and
22 program facilitators shall work a forty (40) hour week as scheduled by
23 the District. The unit member shall be paid a base per diem salary five
24 percent (5%) above the per diem pay as set forth in Article XI, Section 1.

1 I. Unit members in an extended-year program that provides services to
2 students on all four tracks in a year-round program must submit to their
3 supervisor an annual work schedule showing workdays and non-
4 workdays. Once approved by the supervisor, the annual work schedule
5 may be changed only by mutual consent of the unit member and the
6 supervisor.

7
8 J. Librarians shall work a forty-hour (40-hour) week, exclusive of lunch.
9 Librarians shall be paid a base per diem salary five per cent (5%) above
10 the per diem pay as set forth in Article XI, Section 1.

11
12 **Section 3--School Meetings.**

13 A. Definition: For the purposes of this section shall include any required
14 meeting called by the principal or his/her designee(s) or a District
15 administrator, that is designated as a faculty, departmental, grade-level,
16 curricular, professional development/in-service meeting or training, that
17 is held at the work site.

18
19 B. Unit members shall be available after the regular daily school schedule
20 on Monday, Tuesday, and Thursday to attend these required school
21 meetings. Such meetings shall begin within fifteen (15) minutes after the
22 completion of the scheduled minimum workday and shall not exceed
23 sixty (60) minutes per meeting. No required meetings shall be held on
24 Wednesday and Friday afternoons.

1 C. With concurrence of the majority of the staff and the site administrator,
2 school meetings may be held before the start of the school workday or
3 during lunch, excluding thirty (30) minutes of duty-free time. Such
4 meetings shall be in lieu of one or more of the required after school
5 meetings.

6
7 D. A minimum of one (1) workday's notice will be given to attend these
8 required school meetings.

9
10 E. There shall be no more than two (2) required school meetings during any
11 one (1) workweek.

12
13 F. Unused school meetings during any given week may be banked up to a
14 maximum of five (5) meetings to be used prior to the end of the school
15 year. Under these circumstances the banked time shall only be used for
16 any required school meeting. Five (5) working days notice shall be given
17 to unit members prior to using banked meetings. No more than one (1)
18 banked school meeting may be used in a given week.

19
20 G. Unit members assigned to high schools may be required to attend a
21 school meeting on Wednesdays in order to meet with an accreditation
22 team.

23
24 H. Voluntary in-service meetings in which the unit member is paid to attend
25 shall not be held on Wednesday afternoons unless no alternative day is

1 available.

- 2
- 3 I. In the event of critical need, unit members may be required to attend
4 staff meetings on any workday, with less than one (1) day's notice.
5 Examples of critical need include, but are not limited to, environmental
6 hazards, student or civil unrest, criminal activity, or other serious events
7 of the same magnitude.
- 8

9 **Section 4--Lunch Period.**

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

13

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

15 Each regular secondary school shall develop a master schedule that includes a
16 daily preparation conference period for each classroom teacher. Secondary
17 schools that have implemented block scheduling shall develop a master
18 schedule that includes for each classroom teacher at least as much
19 conference/preparation time per week as he/she would have received from a
20 traditional master schedule that includes a daily conference/preparation
21 period. Each regular elementary school shall develop a schedule that includes
22 a weekly fifty (50) minute preparation or conference period for classroom
23 teachers assigned to grades one through six (1-6) and all-day kindergarten.
24 Special schools do not have preparation or conference periods. Preparation
25 and conference periods constitute work time that must be used for preparation,

1 planning, conferencing, and other professional activities.

2
3 **Section 6—Professional Duties.**

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

13
14 Evening Activities

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

1 Adjunctive Duties

2 B. Adjunctive duties are defined as supervisions which are outside the
3 regular work day or during an employee's non work time. Adjunctive
4 duties would not include responsibilities for which an employee is elected
5 or covered under professional duties. In assigning adjunctive duties, the
6 District, or site administrator, shall make every effort to do so equitably.

7

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

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

20

21 **Section 8--Preparations.**

22 The District will attempt to assign no more than three (3) different preparations
23 to secondary classroom teachers. A preparation shall be defined as a subject
24 title. Classroom teachers with more than three (3) preparations, which causes a
25 substantial increase in hours, may appeal to the Superintendent or his

1 designee for a reduction in the number of preparations. The decision of the
2 Superintendent or his designee shall not increase staff at the classroom
3 teacher's school and shall be final.

4
5 **Section 9--Job Sharing.**

6 A. Job sharing shall refer to two (2) or more permanent unit members
7 voluntarily sharing one (1) or more full-time position(s).

8
9 B. Unit members who have jointly agreed to share a job must submit an
10 application and a plan to Human Resources prior to April 1. The job-
11 sharing plan must include a division of responsibilities including, but not
12 limited to, attendance at school meetings, District meetings, adjunctive
13 duties, parent conferences, report card preparation, etc. Both unit
14 members must attend all three (3) District mandated in-service days as a
15 condition of the job-sharing agreement. The additional days beyond their
16 share of contract days shall be paid at their per diem rate of pay. The
17 plan must be approved by the supervisor and the District's Chief Human
18 Resources Officer.

19
20 C. Unit members working in job-sharing positions shall receive prorated
21 salaries, benefits, and leaves. Except as set forth in subsection "D"
22 below, contributions to the State Teachers' Retirement System (STRS)
23 shall be proportionate to the time worked and salary earned.

1 D. Job-sharing agreements shall be for one (1) year. The job-sharing
2 agreements may be renewed by making application as set forth in
3 subsection "B" above.

4
5 E. Unit members sharing a job shall serve as substitutes for one another.
6 While working as a substitute, the unit member shall be paid the
7 substitute rate of pay adopted by the Board of Education. Unit members
8 sharing a job may trade time with the approval of their supervisor.

9
10 F. Should one of the unit members in a job share assignment be unable to
11 complete the remainder of the school year, the remaining unit member
12 shall immediately assume the full-time position.

13
14 G. A job-sharing agreement, once approved by the District, can be revoked
15 only with the mutual consent of the District and both unit members
16 sharing the job.

17
18 **Section 10--Exchange Days.**

19 With the approval of the unit member's immediate supervisor, a unit member
20 may exchange up to ten (10) workdays within the same school year with
21 another unit member. The exchanges will allow a unit member scheduled to
22 work to be absent and be replaced by an acceptable and qualified unit member
23 not scheduled to work, and then later reciprocate in order to make up lost
24 workdays. The request and exchange plan for the exchange days must be filed
25 with the immediate supervisor not less than five (5) working days prior to the

1 exchange day(s). Failure of a unit member to carry out the obligation to
2 reciprocate under an approved exchange agreement within the school year
3 shall result in a loss of pay for the day(s) in question, which shall be paid to the
4 unit member who worked the added day(s). Paid leave time shall not be used
5 to avoid repayment of exchange days. Where disputes arise regarding the
6 repayment of exchange days, the unit member may appeal to the District's
7 Chief Human Resources Officer. The decision of the Chief Human Resources
8 Officer shall be final and binding and not subject to the grievance and
9 arbitration procedure set forth in this Agreement.

10
11 **Section 11--Roving Assignments.**

12 For this section of the Agreement a roving teacher is defined as a teacher that
13 moves from classroom to classroom monthly, during every track cycle or more
14 than two periods per day. Except at schools where all teachers have roving
15 room assignments, the administrators of four-track, year-round schools may
16 designate roving teachers after consideration of volunteers for roving
17 assignments. In the absence of volunteers for roving assignments, the school
18 administrator will rotate the roving assignments so that there is a fair
19 distribution of roving assignments among unit members. The District shall
20 make reasonable effort to provide locking storage space for the roving teacher.
21 Teachers in their first two (2) years in the teaching profession shall not be given
22 roving assignments if assigned prior to the first day of instruction unless no
23 other option exists. While in the roving assignment, teachers shall be exempt
24 from bus and yard duty.

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

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

7
8 **Section 13--Reduced-Work-Load Program.**

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

1 **ARTICLE XV - CLASS SIZE**

2 **Section 1--Elementary.**

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

5
6 Maximum/Classroom

7 Kindergarten.....33

8 Grades 1 - 3.....33

9 Grades 4 - 6.....34

10
11 Maximum class sizes as stated in this Section shall be in effect until after the
12 close of the state mandated test window if there is an increased enrollment in
13 the school. Kindergarten maximum class sizes shall not apply during the last
14 three school months.

15
16 **Section 2--Secondary.**

17 Maximum/Classroom

18 A. Intermediate/Middle Schools:

19
20 Within twenty (20) school days after the beginning of each semester,
21 class size maximums will be:

- 22
23 (1) Social Studies, Mathematics, Science,
24 Language Arts, Foreign Language, ESOL,
25 Student Government, Family Life.....36

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- (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 Education50

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

1	(3) Physical Education.....	55
2		
3	(4) Music.....	90
4		
5	(5) Word Processing (with aide).....	65
6		
7	(6) Word Processing (without aide).....	45
8		
9	(7) Driver Education.....	40

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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.

1 C. When counseling hours at a comprehensive high school must be
2 increased because of increasing enrollment, counseling hours shall be
3 added to the part-time counselor's assignment on a basis of sixty-three
4 (63) students per counseling hour until a ratio of three hundred and
5 seventy-five (375) students per full-time counselor is achieved.

6
7 D. Counselors assuming responsibilities for scholarship chairpersons shall
8 be given one (1) period free of counselees. Said counselees shall be
9 equitably assigned to other counselors.

10
11 Within twenty (20) days after the beginning of each semester, class enrollments
12 will not exceed the maximums indicated without the written approval of the
13 teacher involved.

14
15 **Section 4--Special Education.**

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

20
21 Elementary Learning Handicapped.....16
22 Secondary Learning Handicapped.....20
23 Elementary Aurally Handicapped.....7
24 Secondary Aurally Handicapped.....10
25 Emotionally Disturbed.....10

1 Aphasic.....13
2 Early Start Severely Handicapped.....14
3 Preschool Severely Handicapped.....10
4 Elementary Severely Handicapped.....14
5 Secondary Severely Handicapped.....14
6 Anderson School.....13
7 Yvonne Harmon School.....10
8 Carmack School.....10

9
10 Any Special Education teacher whose class size exceeds these averages
11 by more than three (3) students shall be paid ten dollars (\$10) per day for
12 each student in excess of three (3) but not to exceed five (5) students
13 above the average. Payment shall commence on the eleventh (11th)
14 school day. No unit member may waive the provision of this section.

15
16 Elementary Learning Handicapped classes in grades Kindergarten
17 through third shall not exceed twenty (20) students.

18
19 B. Maximum caseload for resource specialist in the Learning Handicapped
20 Program shall be as follows:

21
22 187-day work year twenty-eight.....(28)
23 215-day work year thirty-three.....(33)
24 228-day work year thirty-five.....(35)

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

3
4 C. The District average caseload for speech therapists shall not exceed fifty-
5 five (55) for 184-day work year or sixty-five (65) for 215-day work year
6

7 **Section 5--Librarians.**

8 The District shall maintain the existing staffing policy for the allocation of
9 librarian positions.
10

11 **Section 6--Music Classes.**

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

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- (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;

1 (2) Career Development;

2

3 (3) Personal/Social Development;

4

5 (4) Professional Development;

6

7 (5) Professional Work Habits;

8

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

12

13 (7) Attendance and punctuality; and

14

15 (8) Judgment.

16

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

18

19 (1) Testing, Diagnosing, and Reporting;

20

21 (2) Planning and Oversight;

22

23 (3) Managing and Conducting Therapy;

24

25 (4) Collaborating for Student Support;

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(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;

1 (4) Current knowledge of proper assessment techniques;

2

3 (5) Attendance and punctuality; and

4

5 (6) Judgment.

6

7 E. Psychologists shall be evaluated on the following:

8

9 (1) The establishment of rapport and maintenance of timely
10 communication with students, parents, staff, and administrators
11 on the status of assigned students;

12

13 (2) The accurate and timely maintenance of confidential student
14 records and files;

15

16 (3) Current knowledge and proper administration of assessment
17 instruments, including accurate scoring and interpretation, and
18 placement of students, based upon eligibility criteria, in
19 accordance with federal and state law and District policy;

20

21 (4) Consultation with students, parents, staff, and administrators on
22 specific needs of students and interpretation of student
23 performance through assessment results;

24

25 (5) Attendance and punctuality; and

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(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:

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- (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;

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

3
4 (4) Planning instruction and designing learning experiences for all
5 students;

6
7 (5) Assessing student learning;

8
9 (6) Developing as a professional educator;

10
11 (7) Establishing a rapport and maintaining timely communication
12 with students, parents, staff, and administrators on the status of
13 assigned students;

14
15 (8) Attendance and punctuality; and

16
17 (9) Judgment.

18
19 I. The criteria for the evaluation of other unit members shall be established
20 by the evaluator after consultation with the unit member to be evaluated.

21
22 **Section 4--Observations.**

23 The number of observations shall routinely be three (3) or more. After the
24 completion of the first observation, with written agreement of both the
25 permanent unit member who has obviously satisfactory performance and the

1 evaluator, the number of observations may be reduced to two (2) or one (1). For
2 first-year probationary unit members, not less than two (2) observations shall
3 be completed prior to the Christmas/Winter Recess. In the case of second-year
4 probationary unit members, at least one (1) observation shall be completed
5 prior to the Christmas/Winter Recess. Two (2) school days prior to the
6 observation conference, the unit member shall receive a draft copy of the
7 observation summary. Within ten (10) school days following the observation,
8 the unit member shall receive a written summary of the conference. If either
9 the evaluator or evaluatee is absent, the ten (10) school days for completion of
10 the conference summary shall be extended by the number of days of absence.

11
12 **Section 5--Program Reviews.**

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

- 17
- 18 a. Elementary Counselors
 - 19 b. Hearing Panel Members
 - 20 c. Independent Study Teachers
 - 21 d. Librarians
 - 22 e. Middle School Counselors
 - 23 f. Nurses
 - 24 g. Program Facilitators
 - 25 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 included 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:

- 1 A. Identification of the specific area(s) for improvement.
- 2
- 3 B. Specific recommendations as to how and what the unit member needs to
- 4 do to improve.
- 5
- 6 C. The specific resources the evaluator will provide the unit member,
- 7 including, but not limited to, services available from Beginning Teacher
- 8 Support and Assistance (BTSA) or Peer Assistance Review (PAR).
- 9
- 10 D. A specific time for improvement.
- 11

12 The evaluator shall assess the progress of the evaluatee in meeting

13 recommendations set forth in the Assistance Plan. The assessment of progress

14 shall become part of the evaluation record.

15

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

17 Permanent unit members who receive an overall rating of “Meets or Exceeds”

18 on their most recent evaluation may request an alternative evaluation process.

19 The evaluatee may submit an alternative evaluation plan for the evaluator’s

20 approval. The plan shall focus on the unit member’s professional development

21 in one or more of the criteria set forth in Section 3 on this article. Once

22 approved by the evaluator and the District’s chief personnel official or designee,

23 that plan, along with time lines included in the plan, shall become the

24 evaluation procedure for that unit member.

25

1 **Section 9--Evaluation.**

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

10
11 **Section 10--Unsatisfactory Performance.**

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

1 **ARTICLE XVII - 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 unit 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. Such review
17 shall take place during normal District business hours, and the unit member
18 shall be released from duty for this purpose without salary reduction.

19
20 **Section 4--Release of Materials.**

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

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

2 Unit 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¢)
4 per 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 unit 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 unit member and the unit 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.

21
22 **Section 8--Log.**

23 The District shall keep a log showing the name and date in which a personnel
24 file was examined by individuals other than employees assigned to Human
25 Resources. The log shall be available for examination by the unit member or

1 Association representative, if so authorized by the unit member.

2

3 **Section 9--Positive Materials.**

4 When a unit member is requested by the District to write or produce
5 curriculum materials, the unit member may prepare a summary of the unit
6 member's work for placement in the personnel file. A copy of the summary
7 shall be forwarded by the unit member to the management employee
8 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.

1 **Section 3--Appeal.**

2 The unit member shall have ten (10) days following the delivery of the notice of
3 suspension to file a grievance at Level II of the grievance procedure. If the
4 grievance is not resolved at Level II of the grievance procedure, the Association
5 may request binding arbitration under the terms of the expedited arbitration
6 procedures set forth in this Article.

7
8 **Section 4--Expedited Arbitration Procedures.**

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

- 11
- 12 A. Neither party may use an attorney to present the case.
 - 13
 - 14 B. There shall be no court reporter present, nor shall a transcript be made.
 - 15
 - 16 C. Both parties may close with oral argument. Post-hearing briefs will not
17 be allowed.
 - 18
 - 19 D. The arbitrator shall only prepare a set of simple findings of fact and an
20 award.

1 **ARTICLE XIX - TRANSFER**

2 **Section 1--Definition.**

3 Transfer is a change of the unit member's work site that does not result in a
4 change of base pay. Unit members may apply to transfer into resource teacher,
5 counselor, and librarian positions without changing their work location.
6

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

8 Bargaining unit vacancies occurring after the sixth (6th) week of school and
9 prior to April 1 shall be posted on the Association bulletin board prior to filling
10 the vacancy. Vacancies will be posted for not less than five (5) school days
11 prior to the closing date. Unit members may file a voluntary transfer request
12 for posted positions.
13

14 **Section 3--Voluntary Transfers.**

15 A. A permanent unit member with most recent overall evaluation rating of
16 "Meets or Exceeds" acceptable performance may file a transfer request
17 with Human Resources. The request shall be on a District-supplied
18 form. The transfer request must be received by Human Resources prior
19 to April 1 in order to be considered for the beginning of the next school
20 year. Human Resources will return a date-stamped copy of the transfer
21 request to the unit member.
22

23 B. In acting on requests for voluntary transfer, the following criteria will be
24 applied:
25

- 1 (1) Credential required for the position;
- 2
- 3 (2) Qualifications for the position, including prior training and
- 4 successful experience, skills, knowledge, and abilities;
- 5
- 6 (3) Dependability and attendance;
- 7
- 8 (4) Ethnic balance of the staff and affirmative action goals;
- 9
- 10 (5) Staffing for designated co-curricular activities (secondary schools
- 11 only); and
- 12
- 13 (6) Major and minor field of study (secondary schools only).
- 14

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

21
22 C. Once selected for requested transfer, the tenured unit member may
23 rescind his/her request with the District's agreement.
24
25

1 D. The District has the right to limit voluntary transfers for any unit
2 member to one (1) per school year.

3
4 E. Unit members hired specifically for the Special Education or Bilingual
5 Education programs may not transfer out of the program during their
6 first four (4) years of employment. The District must give notice of this
7 limitation at the time of the unit member's employment.

8
9 F. Voluntary transfers are implemented at the next instructional break; e.g.,
10 semester, parent conference, track change, winter recess, or spring
11 recess.

12
13 G. If a unit member's application for voluntary transfer has been denied, the
14 unit member may request a written explanation of the reasons for denial
15 from the Superintendent or his designee. An answer shall be provided to
16 the unit member within fifteen (15) days of the request.

17
18 **Section 4--Involuntary Transfers.**

19 A. The District may transfer a unit member at any time for reasonable
20 cause. Involuntary transfers shall not be arbitrary, capricious, or for
21 disciplinary reasons.

22
23 B. When selecting unit members for transfer as a result of staff reductions,
24 the District shall consider unit members volunteering for transfer and
25 the following additional criteria:

- 1
- 2 (1) Credential required for the position;
- 3
- 4 (2) Qualifications for the position, including prior training and
- 5 experience;
- 6
- 7 (3) Ethnic balance of the staff as required by law;
- 8
- 9 (4) Staffing for designated co-curricular activities (secondary schools
- 10 only); and
- 11
- 12 (5) Major and minor field of study (secondary schools only).
- 13

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

19

20 C. The unit member shall receive a written statement of the reason for the
21 transfer. The unit member may request a meeting with the District's
22 Chief Human Resources Officer or designee to discuss the involuntary
23 transfer.

1 D. A list of open positions in the District will be made available to the
2 Association and to any unit member being involuntarily transferred.
3 Unit members may request the positions in order of preference. Based
4 upon the factors set forth in subsection "B" of this Section, the District
5 will fill open positions from among those unit members being
6 involuntarily transferred. Upon transfer to one of the open positions, the
7 unit member will be considered involuntarily transferred.

8
9 E. Unit members involuntarily transferred during the school year in
10 different grade levels of instruction or subject changes shall be granted a
11 reasonable time to prepare for the new assignment, not to exceed three
12 (3) days.

13
14 F. A unit member involuntarily transferred shall not be involuntarily
15 transferred again for a period of two (2) years; however, the transfer of a
16 District program from one site to another does not constitute an
17 involuntary transfer of a unit member.

18
19 G. Unit members returning from a leave of one year or less shall be
20 governed by this Section 4.

21
22 H. Within one (1) year following an involuntary transfer resulting from a
23 staff reduction, as set forth in "B" above, a unit member has priority to
24 return to his/her former school, if qualified to fill a vacancy. The District
25 has no obligation to give notice to the unit member of any vacancy or

1 right to return. When a vacancy occurs, the unit member must inform
2 the District if he/she wishes to return to his/her prior school of
3 assignment.

4
5 **Section 5--School Closure.**

6 If a school site is closed, unit members at the closed site, if qualified, shall be
7 granted first priority in filling vacant positions at the school or schools at which
8 the students at the closed school are being placed for the succeeding school
9 year. Said positions shall not be deemed to exist unless there is sufficient
10 enrollment to maintain the position past the first twenty (20) days of the school
11 year. In addition, unit members from closed schools shall have first priority to
12 fill all vacancies for which they are qualified, with selection based upon the
13 criteria set forth in Section 3(B) of this Article. In order to accomplish the
14 purpose of this Section, the District may limit the provisions of Sections 2 and
15 3 of this Article to unit members displaced by school closures. For purposes of
16 this Section 5, schools converted to year-round education shall be treated as a
17 school closure. In addition, when the grade level at a school site is moved to
18 another site, the affected unit members shall be governed by this Section 5.

19
20 **Section 6--Itinerant Transfers.**

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

1 **Section 7--Seniority.**

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

10
11 **Section 8--Transfer Information.**

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

1 **ARTICLE XX - LEAVES**

2 **Section 1--Sick Leave.**

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

- 5
- 6 • 220- to 228-day work year: 12 sick leave days
- 7 • 200- to 219-day work year: 11 sick leave days
- 8 • 184- to 199-day work year: 10 sick leave days
- 9

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

16

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

22

23 C. Sick leave may be used for authorized absences from duty because of
24 illness, injury, or exposure to contagious disease that prevents the unit
25 member from performing the duties of his/her job. Unit members may

1 use sick leave to visit a medical doctor, dentist, chiropractor, recognized
2 religious practitioner, optometrist, or other practitioners licensed to
3 provide health care services, or to receive prescriptive therapy.

4
5 D. Pregnancy, miscarriage, childbirth, or recovery therefrom is a temporary
6 disability for which sick leave may be used. The date of commencement
7 of absence from duties because of pregnancy, miscarriage, childbirth, or
8 recovery there from shall be determined by competent medical authority
9 selected by the employee. The resumption of duties will also be
10 determined by competent medical authority and shall be based on the
11 medical verification of the employee's physical ability to perform assigned
12 duties.

13
14 **Section 2--Extended Sick Leave.**

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

20
21 A. The unit member's salary shall be reduced by the amount actually paid a
22 substitute. Such amount is based upon the District-established rate of
23 pay for substitutes. If no substitute is employed, the amount deducted
24 shall be the established rate of pay for the day-to-day substitute.

1 B. Not more than one hundred (100) work days of extended-illness leave
2 may be taken for the same illness or injury. The term "same illness or
3 injury" includes a continuation of a pre-existing or chronic illness or
4 injury.

5
6 C. The unit member shall be required to submit an attending physician's
7 verification of illness and off-work order in order to receive extended-
8 sick-leave benefits. Periodic medical reports may be required during the
9 period of extended-sick-leave benefits. Receipt of benefits under this
10 Section 2 may be conditioned upon certification of disability from a
11 District-appointed physician.

12
13 D. If, after exhausting all paid leave, a unit member is not medically able to
14 assume the duties of his/her position, the unit member may apply for a
15 non-paid leave of absence as provided for in Section 14 of this Article or
16 receive catastrophic leave benefits as provided for in Section 17 of this
17 Article.

18
19 E. When a unit member has exhausted all available sick leave, including
20 accumulated sick leave, and continues to be absent on account of illness
21 or accident for a period beyond the one hundred (100) work days
22 provided for in this Section, and the unit member is not medically able to
23 resume the duties of his or her position, the unit member shall be placed
24 on a re-employment list for a period of 24 months if the unit member is
25 on probationary status or for a period of 39 months if the unit member is

1 on permanent status. When the unit member is medically able, during
2 the 24- or 39-month period, the unit member shall return to employment
3 in a position for which he or she is credentialed and qualified.
4

5 **Section 3--Verification.**

6 The District reserves the right to require, for good cause, proof of illness or an
7 attending physician's verification of illness. Periodic medical reports may be
8 required during extended absence of a unit member. Unit members returning
9 to work from illness absence involving surgery, serious illness, or extended
10 absence shall be required to present a doctor's release verifying medical
11 permission to return to work, including any restrictions. Unit members may be
12 required to submit to medical examination(s) by District-appointed
13 physician(s), at District expense, for good cause.
14

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

16 Unit members who sustain illness or injury arising out of and in the course of
17 their employment with the District shall be entitled to Industrial Accident and
18 Illness Leave, as set forth in the following conditions and regulations:
19

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

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

9
10 B. A maximum of sixty (60) workdays of Industrial Accident and Illness or
11 Accident is allowable for any one (1) illness or accident, and shall be
12 used in lieu of entitlement to any other paid leave.

13
14 (1) Eligibility for Industrial Accident and Illness Leave will continue for
15 only such period as the unit member is qualified as temporarily
16 totally disabled under the California Workers' Compensation laws
17 or until the sixty (60) days is exhausted.

18
19 (2) An Industrial Accident and Illness Leave may overlap into the next
20 fiscal year by no more than the amount of leave remaining at the
21 end of the fiscal year in which the illness or injury occurred.

22
23 (3) Industrial Accident and Illness Leave shall not be accumulative
24 from year to year, nor from one illness/accident to another.
25

1 C. Should the unit member's absence due to an industrial accident or
2 illness extend beyond sixty (60) workdays, the unit member shall be
3 permitted to use only as much of his/her accumulated sick leave,
4 compensatory time, vacation, or other available leave which, when added
5 to the temporary disability benefits, provides for not more than a full
6 day's wage or salary.

7
8 D. During any period that a unit member has paid leave benefits available
9 for his/her use, the District shall monitor the temporary disability
10 benefits to assure proper retirement credit and contributions for State
11 Teachers' Retirement System (STRS).

12
13 E. Upon complying with District medical release requirements and receiving
14 District authorization to return to work, a unit member on Industrial
15 Accident and Illness Leave shall be reinstated in his/her position.

16
17 F. If, after exhausting all paid leaves, a unit member is not medically able to
18 assume the duties of his/her position, the unit member may apply for a
19 leave of absence as provided for in Section 14 of this Article.

20
21 G. A unit member receiving temporary disability benefits as a result of an
22 industrial accident and illness shall remain within the State of California
23 unless the District authorizes travel outside the state. Requests for
24 District authorization must be directed to Certificated Human Resources
25 through the Workers' Compensation Office.

1 H. For purposes of this Agreement, the term duty refers to all scheduled
2 working days, including legal and District-declared holidays, on which an
3 employee in the bargaining unit is required to perform services for the
4 District.

5
6 **Section 5--Bereavement Leave.**

7 If attending or required to arrange for a funeral on account of the death of any
8 member of his/her immediate family, unit members shall be entitled to three
9 (3) days of paid leave of absence, or five (5) days if travel of more than 200
10 miles from home is involved.

11
12 "Immediate family" includes: father, mother, sister, brother, daughter, son,
13 wife, husband, grandmother, grandfather, grandchildren, mother-in-law,
14 father-in-law, sole surviving relative, or any person living in the immediate
15 household of the unit member.

16
17 Unit members may request approval from Human Resources for Bereavement
18 Leave to be used in relation to the death of a relative not designated as
19 immediate family. The decision of Human Resources to grant or deny such
20 approval shall be final.

21
22 **Section 6--Personal Necessity Leave.**

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

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

8
9 (1) The death of a relative who is not a member of the immediate
10 family, a close friend, a District employee or student of a District
11 school, or the death of a member of the unit member's immediate
12 family when the number of days of absence exceeds the limit
13 provided in the Bereavement Leave Section of this Article.

14
15 (2) An unforeseen crisis involving the unit member's property or the
16 person or property of a member of the unit member's immediate
17 family. Such unforeseen crisis must (a) be serious in nature, (b)
18 involve circumstances the unit member cannot disregard, and (c)
19 require the attention of the unit member during such unit
20 member's assigned hours of service.

21
22 (3) An illness, including pregnancy of unit member's spouse, of a
23 member of the unit member's immediate family as defined above,
24 serious in nature, which, under the circumstances, the unit
25 member cannot disregard, and which requires the attention of the

1 unit member during such unit member's assigned hours of service.

2
3 (4) Imminent danger to the home of a unit member occasioned by a
4 factor, such as a flood or fire, serious in nature, and which
5 requires the attention of the unit member during such unit
6 member's assigned hours of service.

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

12
13 Determination of what constitutes personal business for a given
14 individual shall be the responsibility of that unit member. The unit
15 member using Personal Necessity Leave for compelling personal business
16 shall be required to file a written statement on a District form with
17 Human Resources that such leave was not used for any of the following
18 purposes:

19
20 (1) Recreation.

21
22 (2) Engaging in other employment, including self-employment, either
23 direct or indirect.

24
25 (3) Employee organization activity.

1 (4) Work stoppage, strike, or other concerted activity directed against
2 the District.

3
4 (5) Any illegal activity.

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

14
15 C. In addition to the seven (7) personal necessity days set forth in Section
16 6(A) above, unit members shall be entitled to use a portion of their
17 accrued and available sick leave each school year, not to exceed the
18 amount accrued during $\frac{1}{2}$ of the employee's regular work year, to attend
19 to an illness of a child, parent, spouse, or domestic partner of the
20 employee pursuant to "Labor Code Section 233". In no case, shall the
21 leave available under Labor Code 233, exceed six (6) days. The unit
22 member shall not be required to secure advance permission of such
23 leave, but will be required to submit a District form, identifying such
24 leave as "Labor Code Section 233", setting forth the reason(s) for the
25 leave in order to receive payment. The time used shall be deducted from

1 shall not exceed available sick leave to which the unit member is entitled.

2 As used in this Section the following definition shall apply:

3
4 a. "Child" means a biological, foster, or adopted child, a stepchild, a
5 legal ward, a child of a domestic partner, or a child of a person standing
6 in loco parentis.

7
8 b. "Parent" means a biological, foster, or adoptive parent, a
9 stepparent, or a legal guardian.

10
11 Should Section 233 of the Labor Code be repealed, this provision of the
12 contract will no longer be applicable.

13
14 D. Unit members will be subject to appropriate discipline if the Personal
15 Necessity Leave was used for purposes other than verified on District
16 forms.

17
18 **Section 7--Child Rearing Leave.**

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

1 personal leave of absence. Unit members returning from Child Rearing Leave
2 will be extended equal treatment along with all other employees returning from
3 personal leave of absence.

4
5 **Section 8--Court Obligation Leave.**

6 Unit members are entitled to be absent from duties without loss of pay or
7 benefits when regularly called for jury duty in the manner provided by law.
8 Court Obligation Leave may be used when the unit member is subpoenaed as a
9 witness at a trial other than as a litigant. Leave under this Section shall be
10 subject to the following conditions:

- 11
- 12 A. The subpoena or court certification shall be filed with the District.
 - 13
 - 14 B. The District shall deduct the jury service or witness fee from the unit
15 member's pay. Mileage and travel expenses are not included in the jury
16 service or witness fee.
 - 17
 - 18 C. Unit members are required to return to work during any day or portion
19 thereof within a reasonable time after being released from jury duty or
20 witness services.
 - 21

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

23 Unit members covered by this Agreement may be assigned to represent the
24 District or otherwise attend conferences, workshops, seminars, or other
25 professional gatherings. Under these circumstances, the legitimate expenses

1 shall be paid by the District. The unit member shall be required to submit a
2 statement of expenses and may be required to produce receipts. The unit
3 member may be asked to report on the presentations at such meetings or
4 participate in programs to pass on to other unit members information, ideas, or
5 techniques learned at such meetings.

6
7 A unit member may wish to attend a professional development program,
8 meeting, workshop, seminar, or conference requiring time off from assignment.
9 Such leave may be granted when endorsed by the unit member's immediate
10 supervisor. Excluding the cost of the substitute, all expenses shall be borne by
11 the unit member, unless otherwise authorized.

12
13 In addition, unit members shall be granted Conference and Workshop Leave if
14 said conference, workshop, seminar, or other professional gatherings are an
15 approved part of a grant or special funding proposal prepared by the unit
16 member requesting leave under this Section.

17
18 **Section 10--Study Leave.**

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

22
23 **Section 11--Military Leave.**

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

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

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

8
9 **Section 13--Critical Illness in the Family Leave.**

10 Unit members shall be entitled to a maximum of three (3) days' absence per
11 year for critical illness in his/her immediate family. A critical illness is defined
12 as one in which the patient's life is in danger, and there is a possibility of
13 death. Certification by a physician that the illness is critical in nature is
14 required on a form provided by the District and must be approved by the
15 Certificated Human Resources Director. This form shall not be required if the
16 illness is followed by death of the family member. Immediate family, for
17 purposes of this Section, shall be set forth in Section 5 of this Article.

18
19 **Section 14--Other Leaves.**

20 A permanent unit member may be granted a leave of absence for reasons
21 satisfactory to the District and not enumerated elsewhere in these policies. If
22 granted, the leave will be without pay or other compensation and shall be for a
23 period of not less than one (1) semester and not more than one (1) school year.
24 A leave granted under these provisions may be extended by the District from
25 one school year into another. The unit member may request the option to

1 purchase all fringe benefits while on Other Leaves.

2
3 **Section 15--Short Term Leave.**

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

7
8 **Section 16--Family Leave.**

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

13
14 A. Family Leave may only be used for a unit member's serious illness or the
15 birth, adoption, or serious illness of a child, or to care for a parent or
16 spouse who has a serious illness.

17
18 B. The District may require verification of the necessity of the leave. In
19 addition, the District may require the unit member to submit to medical
20 examinations by District-appointed physicians, at District expense.

21
22 C. All available paid leaves, such as sick leave, personal necessity leave, and
23 extended sick leave, must be used as part of the twelve (12) weeks of
24 Family Leave.

1 D. The unit member must give as much advance notice as possible. For
2 planned events, thirty (30) days advance notice is required.

3
4 E. Unit member's group health and dental benefits as provided for in Article
5 XII, Section 1, shall be maintained during approved Family Leave. If the
6 unit member fails to return to work at the expiration of Family Leave, the
7 unit member shall reimburse the District for all health and dental
8 benefits paid during the Family Leave. To maintain group life insurance
9 benefits during Family Leave, the unit member must pay the cost of
10 premiums.

11
12 F. At the conclusion of Family Leave, the unit member will return to the
13 same or comparable position without loss of hours or seniority.

14
15 **Section 17--Catastrophic Leave.**

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

19
20 A. The unit member must be absent from work due to a verified non-
21 industrial catastrophic illness or injury.

22 B. The unit member must have exhausted all paid benefits set forth in this
23 Article XX.

24
25 C. Other unit members may make an irrevocable contribution of

1 accumulated sick leave. The contributions by individual unit members
2 shall be in one-day increments and shall not exceed a maximum
3 contribution of three (3) days to a unit member eligible for catastrophic
4 leave.

5
6 D. The District must determine that the unit member who has applied for
7 catastrophic leave is unable to work due to a catastrophic illness or
8 injury.

9
10 E. Catastrophic leave shall not exceed thirty (30) consecutive workdays.

11
12 F. While on catastrophic leave, the unit member shall not continue to earn
13 additional sick leave or extended sick leave.

1 **ARTICLE XXI - EMPLOYEE PROPERTY REIMBURSEMENT**

2 **Section 1--General Provisions.**

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

6
7 **Section 2--Claims.**

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

- 10
11 A. The loss must be promptly reported to School Police.
12
13 B. Minimum claim of \$20.00.

14
15 **Section 3--Claim Limits.**

16 Payments by the District for claims shall not exceed \$300.00 per item or
17 \$500.00 per incident, but in no case shall exceed the lesser of:

- 18
19 A. The unit member's deductible;
20
21 B. The actual cost of repair; or
22
23 C. The actual value of the item.

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

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

5
6 A. The unit member failed to take responsible steps to safeguard his/her
7 property.

8
9 B. The loss was a result of the unit member's negligence or lack of care.

10
11 C. The unit member failed to take reasonable steps to recover from the
12 known person or persons that caused the damage.

13
14 **Section 5--Automobile Claims.**

15 Automobile claims are subject to the following claim limits:

16
17 A. The unit member's automobile must be parked on or adjacent to District
18 property while the unit member is engaged in District work.

19
20 B. Damage must be by a malicious act or vandalism.

21
22 C. Theft must be by a District student.

23
24 D. Collision claims and personal property taken from the vehicle are
25 excluded from coverage under this article.

1 E. The claim form must be supported by the following documentation:

- 2
- 3 1. Two (2) repair estimates must be submitted with claims in excess
- 4 of two hundred dollars (\$200).
- 5
- 6 2. Proof of completed repair showing amount paid.
- 7
- 8 3. Proof of insurance showing coverage and deductibles at time of
- 9 loss.
- 10
- 11 4. Any other documentation requested by the Employee Property
- 12 Reimbursement Committee.
- 13

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

15 A. The District shall pay the cost of replacing or repairing property of a unit

16 member, such as prescription eyeglasses, hearing aids, dentures,

17 watches, or articles of clothing necessarily worn or carried by a unit

18 member, when such item is stolen or damaged in the line of duty without

19 fault of the unit member. Excluded are jewelry, telephones, pagers,

20 purses or wallets including contents and cash or cash equivalents.

21

22 B. The District shall pay the cost of replacing or repairing tools or other

23 property of a unit member lost or damage due to fire, burglary, or

24 vandalism while such property is at the work site of a unit member,

25 provided the unit member has received written authorization on District-

1 provided forms, to bring such personal property to the work site.

2

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

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

1 **ARTICLE XXII - REASSIGNMENT**

2 **Section 1--Definition.**

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

5
6 **Section 2--Right of Reassignment.**

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

9
10 Such reassignments shall not be for arbitrary, capricious, or for disciplinary
11 reasons. Unit members reassigned shall be given the reasons for the
12 reassignment in writing upon request of the unit member.

13
14 **Section 3—Reassignment Procedures.**

15 A. When reassignment is necessary, the District shall attempt to reassign a
16 properly credentialed volunteer who is most qualified by his/her training
17 and experience. The site administrator shall solicit staff preferences for
18 instructional/track assignments prior to the end of the school year.
19 Absent a properly credentialed volunteer who is most qualified by
20 his/her training and experience for a track reassignment, the site
21 administrator shall apply Section 4 below.

22
23 B. If a properly credentialed volunteer who is most qualified by his/her
24 training and experience is not available, the District may reassign unit
25 members.

1
2 C. This Section 3 does not contemplate changes in a teacher's instructional
3 schedule within a major field of study (i.e., Math I to Algebra I).
4

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

6 A. The site administrator shall actively seek volunteers for a track change
7 reassignment by written or verbal communication to staff by April 25th of
8 the school year. Notification to the unit member of his/her involuntary
9 track change reassignment for the following year shall be given not less
10 than ten (10) workdays of the due date of their intent to return form.
11

12 B. If an involuntary track change reassignment is to take place at the
13 beginning of the school year the unit member shall be notified of the
14 track change reassignment no later than twenty (20) workdays prior to
15 the end of the employee's assigned track. For the purposes of this
16 subsection the employee shall be allowed to submit a transfer request
17 after the transfer request deadline. The transfer request shall be
18 submitted within seven (7) workdays of the involuntary reassignment
19 notification.
20

21 C. An involuntary reassignment in track shall not occur after the first day of
22 school of any track unless class size instructional needs or mandates for
23 specialized areas arise.
24

25 D. During the first year of the involuntary reassignment the District shall

1 make reasonable effort to work with the employee to address prior
2 arrangements for vacations, childcare, and personal commitments within
3 the parameters of this agreement.

4
5 E. When two (2) or more unit members meet the qualifications for an
6 involuntary track change reassignment, the following criteria will be used
7 to make the determination:

- 8 (1) Credential required for the position;
- 9 (2) Qualifications for the position, including prior training and
10 experience;
- 11 (3) Ethnic balance of the staff as required by law;
- 12 (4) Staffing for designated co-curricular activities (secondary schools
13 only); and
- 14 (5) Major and minor field of study (secondary schools only).

15
16 Where the foregoing factors are substantially equal, the unit member with the
17 least seniority shall be the unit member to be involuntarily reassigned.

18
19 **Section 5--Release Time.**

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

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

2 **Section 1--General.**

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

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

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

12
13 **Section 3--Student Behavior.**

14 A. Pursuant to Education Code §48910, a teacher may suspend a student
15 from his/her class for the day of the suspension and the day following for
16 reasons set forth in Education Code §48900. He/She shall, send the
17 student with the suspension form to the principal for appropriate action.
18 Prior to the end of the suspension period, the unit member shall provide
19 documentation reflecting that he/she has followed due process and
20 implemented progressive discipline when appropriate. Pursuant to
21 Education Code §48910, the pupil shall not be returned to the class from
22 which he/she was suspended, during the term of the suspension,
23 without the concurrence of the suspending unit member and the site
24 administrator. The pupil shall not be sent to another classroom during
25 the term of the suspension.

1
2 B. A unit member may exercise, during performance of his/her duties, the
3 same degree of physical control over a pupil that a parent would be
4 legally privileged to exercise; but in no event shall it exceed the amount
5 of physical control reasonably necessary to maintain order, protect
6 property, or protect the health and safety of pupils, or to maintain proper
7 and appropriate conditions conducive to learning. A unit member is not
8 required to place himself/herself in imminent danger of serious bodily
9 injury in order to protect another employee or student from an assault.

10
11 C. Whenever any unit member is attacked, assaulted, or physically
12 threatened by any pupil, it shall be the duty of the unit member to
13 promptly report the incident to his/her supervisor or law enforcement.
14 The District and the unit member will cooperate with law enforcement at
15 all stages of the criminal or juvenile justice system through and
16 including prosecution.

17
18 D. Pursuant to Education Code §49079,

19 (1) The District will establish a system for site administrators to
20 inform the teacher of every student who has caused, or who has
21 attempted to cause, serious bodily injury or injury to another
22 person. The District shall provide the information to the teacher
23 based upon any written records that the District maintains or
24 receives in its ordinary course of business or receives from a law
25 enforcement agency regarding such students.

1 (2) The information provided shall be from the previous three (3)
2 school years.

3 (3) Any information received by a teacher pursuant to this section
4 shall be received in confidence for the limited purpose for which it
5 was provided and shall not be further disseminated by the teacher.

6 (4) Should any section of Education Code §49079 be modified or
7 removed by statute, this section shall be amended to comply with
8 the statute.

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

15
16 **Section 4--Unsafe Conditions.**

17 It is the responsibility of all unit members to be alert in observing unsafe
18 conditions, and to report unsafe conditions to their supervisor and/or District
19 safety officer. The supervisor and/or District safety officer shall promptly
20 investigate reported unsafe conditions and order appropriate corrective action,
21 if needed.
22

1 **Section 5--Safety Training.**

2 A. The District shall provide safety training reasonably necessary to permit
3 unit members to perform assigned duties safely.

4 B. Upon request, the District will provide training on how to subdue
5 assaultive pupils, legal use of force, and use of conflict intervention
6 skills.

7 C. Unit member required to perform specialized health care procedures will
8 first receive training on how to safely perform the procedures. The
9 District will also make available CPR and first aid training.

10
11 **Section 6--Disaster Service Worker.**

12 Pursuant to Government Code §3100, all public employees are declared to be
13 disaster service workers and subject to such disaster service activities as may
14 be assigned to them by their superiors or by law. When assigned disaster
15 service activities by the District, they are working within their scope of
16 employment.

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

19 Unit members must comply with all safety rules.

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

22 The Association shall have two (2) positions on the District Safety Committee
23 appointed by the Association, which shall represent one-third (1/3) of the
24 membership. The Safety Committee shall meet as necessary, but no less
25 frequently than three (3) times per fiscal year. The purpose of the committee is

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

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

5 Unit 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.

8
9 **Section 10--School Site Discipline Plan.**

10 A. The District shall provide unit members with a copy of the site student
11 discipline policies, procedures and District matrices. The information
12 shall be provided at an initial staff meeting.

13 B. The site discipline plan will be reviewed annually with the staff.

14 C. When school site discipline plans are developed or reviewed by the
15 School Site Council, the Association site representative shall be given
16 notice of the meeting.

17
18 **Section 11--Drug and Alcohol Use.**

19 A. The purpose of this Article is to eliminate substance abuse and its effects
20 in the work place. While unit members have certain rights to privacy,
21 involvement with drugs and alcohol can take its toll on job performance
22 and employee safety. Unit members must be in a condition to perform
23 their duties safely and efficiently, in the interest of students, fellow
24 workers, and the public as well as themselves. The presence of drugs
25 and alcohol on the job and the influence of these substances on

1 employees during working hours are inconsistent with this objective.

2 B. The District shall provide an Employee Assistance Program (EAP). Unit
3 members who think they have an alcohol- or drug-usage problem are
4 urged to voluntarily seek confidential counseling through the EAP.

5
6 C. Unit members shall not be under the influence of or in possession of
7 alcohol or drugs while on District property, at work locations, or while on
8 duty or subject to be called to duty. Unit members shall not use such
9 substances while they are subject to District duty, sell or provide drugs
10 or alcohol to any other employee or to any person while such employee is
11 on duty or subject to being called to duty, nor have their ability to work
12 impaired as a result of the use of alcohol or drugs.

13
14 D. Any unit member reasonably believed to be using alcohol or drugs may
15 be required to submit to physical or psychological examination and/or
16 urine, blood, breath and/or other designated medical or chemical tests
17 for evidence of drug and/or alcohol use. The cost of the tests shall be
18 paid by the District. A chain of custody shall be maintained on each test
19 sample. Urine samples shall be preserved for up to two (2) years. If the
20 unit member's urine specimen tests positive for drugs, a second test
21 shall be conducted using the Gas-Chromatography-Mass
22 Spectrophotometry (GC-MS) method.

23
24 The laboratory selected to conduct the testing must meet or exceed the
25 following professional standards:

- 1 a) A forensic laboratory accredited by the College of American
2 Pathologists
- 3
- 4 b) Adhere to the College of American Pathologists' guidelines
- 5
- 6 c) Membership in the California Association of Toxicologists
- 7
- 8 d) Participate in a voluntary proficiency screening of the California
9 Association of Toxicologists
- 10
- 11 e) Have written procedures regarding equipment maintenance and
12 toxicology testing
- 13
- 14 f) Maintain a maintenance log on all toxicology testing equipment
- 15
- 16 g) Make available a record of all laboratory employees and their
17 qualifications
- 18

19 E. "Reasonable suspicion" is a belief based on objective facts sufficient to
20 lead a reasonably prudent supervisor or manager to suspect that a unit
21 member is under the influence of drugs or alcohol so that the unit
22 member's ability to perform the functions of the job is impaired or so that
23 the unit member's ability to perform his/her job safely is reduced.

24
25 For example, any of the following, alone or in combination, may

1 constitute reasonable suspicion:

2
3 a) Slurred speech

4
5 b) Alcohol odor on breath

6
7 c) Unsteady walking and movement

8
9 d) An accident involving District property

10
11 e) Serious accident causing injury

12
13 f) Physical altercation

14
15 g) Verbal altercation

16
17 h) Unusual behavior

18
19 i) Possession of alcohol or drugs

20
21 j) Information obtained from a reliable person with personal
22 knowledge

23
24 k) Failure to pass field sobriety test

25

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

3
4 Refusal to submit to the testing when reasonable suspicion exists shall
5 constitute insubordination, which is cause for dismissal.

6
7 F. A positive result from a drug and/or alcohol analysis may result in a
8 disciplinary action, up to and including dismissal.

9
10 G. Depending upon the circumstances, and provided that the unit member
11 has consented in writing to the testing, the District, in its sole discretion,
12 may offer the unit member an opportunity to enter into a rehabilitation
13 agreement prior to taking disciplinary action. Unit members entering a
14 rehabilitation program in lieu of discipline shall be required to submit to
15 random testing for up to one (1) year after completion of the program.
16 Violation of the rehabilitation agreement shall be cause for disciplinary
17 action, up to and including dismissal.

18
19 While receiving medical treatment for alcohol or drug abuse, the unit
20 member shall be eligible to apply for sick leave and long-term sick-leave
21 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.

1 C. The failure of the grievant to act within the prescribed time limits as
2 stated in this Article will act as a bar to any further appeal.

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

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

22
23 F. Any investigation or other handling or processing of a grievance by a
24 grievant or the Association shall be conducted so as to result in no
25 interference with or interruption of the instructional program.

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

2 The purpose of this procedure is to secure appropriate solutions to an alleged
3 violation, misinterpretation, or misapplication of this agreement. To that end:
4

5 A. Informal Level: A unit member and the appropriate supervisor shall meet
6 prior to a Level I grievance being filed in order to resolve the potential
7 grievance. The unit member shall schedule the appointment for the
8 meeting within ten (10) days after the unit member has knowledge or
9 reasonably should have knowledge of the event that caused the
10 grievance. Should the grievance fail to be resolved at the informal level or
11 should no site administrator be available to meet at the informal level
12 due to non-work day status or absence, the grievant may proceed to
13 Level I. Both parties agree that these proceedings will be kept as
14 confidential as may be appropriate at any level of the procedure.
15

16 B. Level I: Any unit member who has a grievance may reduce such matter
17 to writing within fifteen (15) days after the unit member has knowledge,
18 or reasonably should have knowledge, of the event that caused the
19 grievance, and submit it to the immediate supervisor who may meet with
20 the unit member and/or an Association representative, in an attempt to
21 resolve the matter. The immediate supervisor shall provide a written
22 response to the grievance within ten (10) days after submission of the
23 grievance to Level I.
24

25 C. Level II: If the grievance is not resolved in Level I, an appeal to Level II

1 shall be served by the grievant to the District within ten (10) days
2 following disposition of the grievance in Level I. Such grievance shall be
3 discussed at a meeting with the unit member and/or his/her
4 representative, and the Superintendent or his designee, and whomever
5 else the Superintendent or his designee elects to be present. Such
6 meeting shall take place within ten (10) days after submission of the
7 grievance into Level II. A written response to the grievance will be made
8 within ten (10) days after the Level II meeting.

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

1 **Section 4--Waivers.**

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

4
5 B. Any of the levels or procedures in this Article may be waived by written
6 agreement between the Parties.

7
8 **Section 5--Association Staff Representatives.**

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

13
14 **Section 6--Association Representation.**

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

18
19 A. By no later than ten (10) days following the signing of this Agreement,
20 the Association will designate in writing to the Superintendent the names
21 of seven (7) unit members who are to receive time off.

22
23 B. Twenty-four (24) hours prior to release from duties for grievance
24 processing, the designated representative must inform the immediate
25

1 | supervisor in order that substitute service may be obtained, if such is |
2 | necessary.

1 **ARTICLE XXV - CONCERTED ACTIVITIES**

2 **Section 1--Association Obligations.**

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

14
15 **Section 2--Violation.**

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

18
19 **Section 3--Breach of Agreement.**

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

1 **Section 4--District Obligations.**

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

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.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPENDIX "A" - DAILY RATE FOR CERTIFICATED PERSONNEL
EFFECTIVE JULY 1, 2006 -- 6% Increase

S T E P	XX Bachelors (B.A.)	A B.A. and Credential	B B.A. + 30 or M.A.	C B.A. + 45 or M.A. + 15	D M.A. and 60 past B.A. or M.A. + 30
(Requires post-baccalaureate upper-division and/or graduate semester hours from accredited college.)					
1	*	*	245.87	256.64	267.41
2	235.10	245.87	256.64	267.41	278.17
3	245.87	256.64	267.41	278.17	288.95
4	256.64	267.41	278.17	288.95	299.77
5	267.41	278.17	288.95	299.77	310.45
6	267.41	288.95	299.77	310.45	321.25
7	267.41	299.77	310.45	321.25	332.00
8	267.41	310.45	321.25	332.00	342.77
9	267.41	321.25	332.00	342.77	353.54
10	267.41	332.00	342.77	353.54	364.32
11	267.41	332.00	353.54	364.32	375.07
12	267.41	332.00	364.32	375.07	385.84
13	267.41	332.00	375.07	385.84	396.62
14	267.41	332.00	385.84	396.62	407.37
15	267.41	332.00	385.84	407.37	418.15
16	267.41	332.00	385.84	418.15	428.92
17	267.41	332.00	385.84	428.92	439.69
18	267.41	332.00	385.84	439.69	450.45

*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, 2007 – 3% Increase

S T E P	XX Bachelors (B.A.)	A B.A. and Credential	B B.A. + 30 or M.A.	C B.A. + 45 or M.A. + 15	D M.A. and 60 past B.A. or M.A. + 30
(Requires post-baccalaureate upper-division and/or graduate semester hours from accredited college.)					
1	*	*	253.25	264.34	275.43
2	242.15	253.25	264.34	275.43	286.52
3	253.25	264.34	275.43	286.52	297.62
4	264.34	275.43	286.52	297.62	308.76
5	275.43	286.52	297.62	308.76	319.76
6	275.43	297.62	308.76	319.76	330.89
7	275.43	308.76	319.76	330.89	341.96
8	275.43	319.76	330.89	341.96	353.05
9	275.43	330.89	341.96	353.05	364.15
10	275.43	341.96	353.05	364.15	375.25
11	275.43	341.96	364.15	375.25	386.32
12	275.43	341.96	375.25	386.32	397.42
13	275.43	341.96	386.32	397.42	408.52
14	275.43	341.96	397.42	408.52	419.59
15	275.43	341.96	397.42	419.59	430.69
16	275.43	341.96	397.42	430.69	441.79
17	275.43	341.96	397.42	441.79	452.88
18	275.43	341.96	397.42	452.88	463.96

*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.

1 **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

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

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

4 A. Upon initial employment, a unit member not having previous paid,
5 directly related experience shall be placed on step one (1) of the salary
6 schedule.

7
8 B. Upon initial employment, a unit member having previous paid, directly-
9 related experience shall be given credit of one (1) step for each year of
10 directly related experience, up to a maximum of fifteen (15) years. Only
11 credentialed experience shall be credited. In addition, in the case of high
12 school experience, the school must have been accredited. Paid related
13 experience in the San Bernardino City Unified School District as a
14 substitute, regular part-time, and adult teacher shall be credited. A year
15 of previous teaching experience shall be defined as not less than seventy-
16 five percent (75%) of the teacher's work year. All experience must have
17 been attained within the past fifteen (15) years.

18
19 C. Upon initial employment, a school nurse may be given credit of one (1)
20 step for each year of full-time employment as a registered nurse, up to a
21 maximum of fifteen (15) years. The experience must have been attained
22 within the past fifteen years.

23
24 D. Upon initial employment, a speech therapist may be given credit of one
25 (1) step for each year of full-time employment as a speech therapist in

1 the private sector, up to a maximum of fifteen (15) years. The experience
2 must have been attained within the past fifteen (15) years.

3
4 E. Upon initial employment, a unit member having previous directly related
5 experience at an accredited public or private college or university may be
6 granted credit on the basis of two (2) years of college-level experience
7 equivalent to one (1) year of experience. All experience must have been
8 attained within the past fifteen (15) years. The determination of
9 experience credited shall be made by the District.

10
11 F. Upon initial employment, a vocational unit member may be granted
12 credit for non-teaching work experience directly related to the
13 assignment. The experience must have been attained within the past ten
14 (10) years. Credit shall be granted on the basis of one (1) year of credit
15 for two (2) years of experience. Previous paid teaching experience may be
16 granted as set forth in "B" above. Combined teaching and non-teaching
17 experience shall not exceed ten (10) years' credit for step placement.

18
19 G. A tenured unit member who resigns and is re-employed within thirty-
20 nine (39) months shall be reinstated on the same step the unit member
21 was on at the time of departure or as set forth in either "B" or "C" above.
22 The method for step placement shall be selected by the unit member.

23
24 H. Upon initial employment, a unit member shall receive credit for one (1)
25 year of experience for two (2) or more years of verified full-time service in

1 the military, Vista or Peace Corps. The experience must have been
2 attained within the last ten (10) years.

3
4 I. It is the unit member's responsibility to timely submit letters of
5 verification from previous employers and other required evidence in order
6 to receive experience credit for step placement. Failure to submit proof
7 within ninety (90) days of reporting to work will result in the step
8 placement not being granted.

9
10 J. Claims that the unit member's initial salary placement is incorrect must
11 be submitted in writing by the unit member within forty-five (45) days
12 after the first (1st) pay period.

13
14 K. Once placed on the salary schedule, a unit member shall advance one (1)
15 step each year, unless a step increase is denied, until the maximum step
16 on the column is reached. The step increase shall be effective on either
17 July 1 or January 1. Unit members with appointments effective April,
18 May, June, July, August, or September shall have a July 1 anniversary
19 date for step advancement. Unit members with appointments effective
20 October, November, December, January, February, or March shall have a
21 January 1st anniversary date for step advancement. A unit member
22 must work seventy-five percent (75%) or more of the preceding assigned
23 work year to be eligible for a step increase. This Section applies to unit
24 members appointed on or after July 1, 1990.

1 L. Unit members have an obligation to exercise due diligence by checking
2 their pay warrants to insure that their salary placement is correct.
3 Errors in salary schedule placement that result in an underpayment to
4 the unit member will be corrected. The unit member will receive from the
5 District the amount of underpayment, not to exceed one year of
6 underpayment.

7
8 **Section 2 - Rules Governing Column Placement.**

9 A. Unit members will receive column placement, unless column placement
10 has been denied.

11
12 B. All units must be upper-division or graduate units earned after
13 completion of the bachelor degree. Credit shall be given for lower-
14 division units if the class is approved in advance by Personnel Services.
15 Upper-division or graduate units earned prior to the completion of the
16 bachelor degree shall be credited if the college or university certifies the
17 units as postgraduate.

18
19 C. All units must be earned from an accredited college or university that is
20 recognized by the American Association of Colleges and Universities or by
21 the University of California. Units are semester units. Quarter units are
22 prorated on the basis that one (1) quarter unit is equal to two-thirds
23 (2/3) of a semester unit.

1 D. It is the unit member's responsibility to timely submit official transcripts
2 in order to receive credit for additional training. In order to receive credit
3 for additional training, the course work must be completed prior to
4 September 1, and the unit member must file official transcripts on or
5 before November 15 of that same calendar year. Payment at the higher
6 column shall not be made until the following school year if the official
7 transcripts are not received by November 15.

8
9 E. Teachers who complete fourteen (14) hours of District sponsored
10 technology in-service training will receive one (1) upper division semester
11 hour of salary credit for column placement. Time spent in the technology
12 in-service training must be unpaid and during hours when the teacher is
13 not required to provide service to the District. Additional credit will not
14 be given for any course that is repeated.

15
16 **Section 3 – Denial of Step and/or Column Increases.**

17 A. Unit members who receive an overall rating of "Improvement Needed" will
18 receive a warning that their step and/or column increase will be denied if
19 the following year's overall rating is either "Improvement Needed" or
20 "Unsatisfactory." If a unit member's overall evaluation rating is
21 "Improvement Needed" or "Unsatisfactory" the year following the
22 warning, the next scheduled step and/or column increase will be denied.

23
24 B. Unit members who receive an overall rating of "Unsatisfactory" on their
25 most recent evaluation shall have their next scheduled step and/or

1 column increase withheld.

2
3 C. Unit members denied a step and/or column increase resulting from a
4 failure to achieve an overall rating of “Meets or Exceeds Acceptable
5 Performance” shall have their denied increase reinstated if their next
6 evaluation results in an overall rating of “Meets or Exceeds Acceptable
7 Performance.” The reinstatement shall include the prior year’s increase
8 that had previously been denied, plus the current year’s increase.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

APPENDIX "C" – EXTRA-DUTY PAY SCHEDULE

EFFECTIVE JULY 1, 2007 – 3% Increase

HIGH SCHOOL ATHLETICS	RATE *	PLAY-OFF RATE *
Football--Head Coach	3,607	\$95.00
Other Coaches & Assistants	2,329	60.00
Basketball--Head Coach	2,967	70.00
Other Coaches & Assistants	2,329	55.00
Baseball--Head Coach	2,967	80.00
Other Coaches & Assistants	2,329	60.00
Track--Head Coach	2,967	80.00
Other Coaches & Assistants	2,329	60.00
Wrestling--Head Coach	2,967	75.00
Other Coaches & Assistants	2,329	60.00
Cross Country--Head Coach	2,967	75.00
Tennis--Head Coach	2,967	70.00
Assistant Coach	2,009	50.00
Golf--Head Coach	2,239	60.00
Swimming--Head Coach	2,967	65.00
Assistant Coach	2,329	55.00
Water Polo--Head Coach	2,967	75.00
Assistant Coach	2,009	50.00
Soccer--Head Coach	2,967	75.00
Assistant Coach	2,329	65.00

Volleyball--Head Coach	2,967	75.00
Assistant Coach	2,329	65.00
Softball--Head Coach	2,967	80.00
Other Coaches & Assistants	2,329	60.00
MIDDLE SCHOOL ATHLETICS		
Basketball	2,009	
Softball	2,009	
Volleyball	2,009	
Pep Squad—Advisor	1,690	
Intramural Director	1,690	
OTHER MIDDLE SCHOOL EXTRA-DUTY ASSIGNMENTS		
ASB Advisor	2,009	
MUSIC		
High School Instrumental—Director	2,967	
High School Choral—Director	2,329	
Elementary Instrumental—Director	1,371	
Middle School Instrumental—Director	1,690	
ACADEMIC, DRAMA, SPEECH AND DEBATE		
High School Academic Team Coach	3,061	65.00
High School Drama Coach	2,329	
High School Speech and/or Debate	2,329	
Middle School Academic Team Coach	2,329	
High School Fine Arts Coach	2,329	

OTHER HIGH SCHOOL EXTRA-DUTY ASSIGNMENTS

High School Intramural—Director	1,690	
High School Athletic Trainer per Sport	2,329	60.00
Pep Squad--Advisor	2,967	
Assistant	1,371	
Drill Team--Advisor (200 hrs. or more)	2,009	
Advisor (less than 200 hrs.)	1,371	
Assistant	1,371	
ASB Advisor	3,607	

1
2 * For each extended week of the season (CIF Play-Offs), each
3 coach of the team assigned by the District to extended season
4 shall receive the play-off rate for each week of the play-offs.
5 The maximum for each individual coach shall be two (2) weeks if
6 an individual qualified, and four (4) weeks if a team qualified.
7 In the event that a team is eliminated, but individuals qualify
8 for continued competition, the individual coach shall not
9 receive more than a maximum of four (4) weeks' pay.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

APPENDIX "D" – SALARY SCHEDULE FOR ADULT EDUCATION TEACHERS

EFFECTIVE JULY 1, 2006 – 6% Increase

S T E P	B.A. Degree or Appropriate Credential	B.A. Degree + 30 Units	M.A. Degree
1	38.13	38.68	39.28
2	38.68	39.28	39.87
3	39.28	39.87	40.46
4	39.87	40.46	41.08

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, 2007 – 3% Increase

S T E P	B.A. Degree or Appropriate Credential	B.A. Degree + 30 Units	M.A. Degree
1	39.27	39.84	40.46
2	39.84	40.46	41.07
3	40.46	41.07	41.67
4	41.07	41.67	42.31

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPENDIX "E" – SALARY SCHEDULE FOR PSYCHOLOGISTS
EFFECTIVE JULY 1, 2006 – 6% Increase

S T E P	Per Diem	197 Days	215 Days
1	312.25	61,513.25	67,133.75
2	328.15	64,645.55	70,552.25
3	346.32	68,225.04	74,458.80
4	363.35	71,579.95	78,120.25
5	386.06	76,053.82	83,002.90
6	405.37	79,857.89	87,154.55
7	423.53	83,435.41	91,058.95
8	449.65	88,581.05	96,674.75
9	467.81	92,158.57	100,579.15

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, 2007 – 3% Increase

S T E P	Per Diem	197 Days	215 Days
1	321.62	63,359.14	69,148.30
2	338.00	66,586.00	72,670.00
3	356.71	70,271.87	76,692.65
4	374.25	73,727.25	80,463.75
5	397.64	78,335.08	85,492.60
6	417.53	82,253.41	89,768.95
7	436.24	85,939.28	93,791.60
8	463.14	91,238.58	99,575.10
9	481.84	94,922.48	103,595.60

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 “F” – SALARY SCHEDULE FOR PERMIT TEACHERS
EFFECTIVE JULY 1, 2006 – 6% Increase

S T E P	A Below 75 Units	B 75 Units	C 90 Units	D 105 Units	E Bachelors (aligned with XX of appendix A)
1	122.38	132.09	141.76	151.38	*
2	128.04	137.72	147.40	157.02	235.10
3	133.68	143.70	153.00	164.99	245.87
4	139.33	148.95	158.67	168.32	256.64
5	144.94	154.58	164.27	173.96	267.41

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, 2007 – 3% Increase*

S T E P	A Below 75 Units	B 75 Units	C 90 Units	D 105 Units	E Bachelors (aligned with XX of appendix A)
1	127.95	138.09	148.21	158.26	*
2	133.86	143.98	154.10	164.16	242.15
3	139.76	150.24	159.96	172.48	253.25
4	145.66	155.72	165.88	175.97	264.34
5	151.52	161.61	171.73	181.87	275.43

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.

* Column A-D increased 1.5%, effective July 1, 2007.