

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT AND COMMUNICATION WORKERS OF AMERICA
Tentative Agreement of the articles reopened for the 2023 - 2024 School Year
September 22, 2023**

The Memorandum of Understanding is made and entered into this 22nd day of September, 2023, between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "Union").

All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect beginning July 1, 2023, through June 30, 2026 with the following exceptions:

ARTICLE VII- UNIT MEMBER'S RIGHTS

Section 6-Health and Benefits.

- A. Qualified unit members will be offered health care according to Covered California Law and The Affordable Health Care Act.
- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014 or the prevailing state or federal requirements.
- C. If a unit member works for 90 cumulative days from the beginning of the school year, the unit member may contact the Sub-Desk to discuss the possibility of becoming a District resident which makes the unit member eligible to the District Resident benefits.
- D. Unit Members that are Resident Substitutes may elect to enroll in the available program offered by the District. Resident Substitutes have 30 days from their start date to enroll in the available program offered by the District. This benefit will be terminated once the unit member vacates their Resident Substitute status.**
- E. During the 2023-2024 school year, the District and CWA agree to establish and participate in a Focus Group to research and study health benefit options.**

New Section 7 - Jury or Subpoena Leave

- A. The Unit Member may request a letter from the District that they don't get jury duty benefits.**
- B. Any member who is required to report to jury duty and is in a Resident or Long-Term Substitute position shall maintain their status and pay rate.**

Section 8 - Teacher Development Program

Resident Substitutes **that are committed to work for the District the full year**, may be eligible **to** apply to the Teacher Development Program, **with the purpose of completing a teaching credential program**. The unit member may be eligible for reimbursement for up to twelve (12) units. The resident sub may be eligible for reimbursement for RICA and CSET assessments for up to one (1) time. Requests for reimbursement of tuition costs must be approved in advance by the Assistant Superintendent of Human Resources or designee.

In addition, applicants shall submit a description of the course(s) content and its applicability to an approved program of studies leading to a California teaching credential. Tuition for upper-division classes shall be limited to the amount charged by the California State University System. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" or better and verification of grade(s) and costs. The decision of the Assistant Superintendent or designee, shall be final and binding, and shall not be subject to the grievance procedure set forth in Article X.

**San Bernardino City Unified School District
Substitute Teacher Daily Rates
Appendix A
Effective July 1, 2023**

<u>Classification</u>	<u>3.5 Hours or more</u>	<u>Less than 3.5 hours</u>
Day to Day/Rovers	<u>\$175.96</u>	<u>\$87.98</u>
Day 75 through 183	\$179.85	\$89.93
Long Term Substitutes	\$192.28	\$96.14
Day 75 through 183	\$194.71	\$97.88
<u>District and Site Resident Substitute</u>		
Elementary	\$193.96	\$96.97
Secondary	\$207.83	\$103.92
Retired Teachers	\$207.83	\$103.9
Child Care Workers	\$133.07	\$66.68
Long-Term Child-Care Worker	\$135.56	\$68.29

Unit Members who take preschool and/or Infant Toddler assignments will be paid **\$19.51** per day.

Substitutes who obtain SBCUSD Certification will be paid **\$11 .61** per day stipend for every day of service.

Certification will be awarded based on:

Three (3) consecutive years of SBCUSD substitute experience with a minimum of 120 substitute days per year or 500 substitute days within the last five (5) years.

Fifty (50) hours of certification training as identified by the District.

Ten (10) hours of certification training will be counted for substitute teachers who can demonstrate subject matter proficiency in subjects needed by District students (e.g. Bilingual, Math, Special Education).

The District and CWA shall meet twice a year to discuss the fifty (50) hour Substitute Teacher Certification Program. CWA shall have three (3) positions on the committee, appointed by the union. The purpose of the committee is to review and discuss the certification courses and make recommendations to improve the program. Topics for the certification program may include, but not be limited to CPI, PBID, instructional strategies, common core, etc.

The parties tentatively agreed to the terms of this MOU on the 22nd day of September, 2023.
This Memorandum of Understanding will be effective July 1, 2023.

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**



Marcus Funchess, Ed.D
Assistant Superintendent



Luis Chavez
Director, Employee Relations



Carmen Okoh
District Sub Desk



Shahista Kreuziger
District Sub Desk

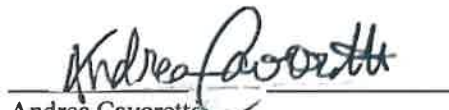
**COMMUNICATIONS WORKERS
OF AMERICA**



Luis Lozano
President, CWA Local 9588



Teresa Hunter
Area Vice President, CWA Local 9588



Andrea Cavoretto
Executive Vice President, CWA
Local 9588



Heather Estruch
Chief Steward, CWA Local 9588