

**Successor Negotiations - Tentative Agreement
San Bernardino City Unified School District (District)
and
San Bernardino Schools Police Officers Association (SBSPOA)**

ARTICLE VI - WAGES

Section 1--Regular Rate of Pay.

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendix "A" and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

Effective July 1, 2021, SBSPOA bargaining unit members will receive 4% ongoing salary increase and a one-time 3% off schedule salary increase to be calculated on each employee's annual base salary, paid ratably. The District and SBSPOA will collaboratively determine Professional Development opportunities to demonstrate increased/improved services.

Section 2--Longevity Increments.

The District shall pay longevity increments effective as of the unit member's regular increment date as follows:

- A. Unit members who have completed ten (10) years of service shall receive a one-half (1/2) range (approximately 2.5%) increase over base salary, effective upon the unit member's eleventh (11th) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a one-half (1/2) range (approximately 2.5%) increase over base salary, effective upon the unit member's sixteenth (16th) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a one-half (1/2) range (approximately 2.5%) increase over base salary, effective upon the unit member's twenty-first (21st) anniversary.
- D. Unit members who have completed twenty-five (25) years of service shall receive a one-half (1/2) range (approximately 2.5%) increase over base salary, effective upon the unit member's twenty-sixth (26th) anniversary.

Section 8--POST Certification and Education Differentials.

A unit member's differential compensation shall be:

- POST Basic Certification: 2% to base pay
- POST Intermediate Certification: 6% to base pay
- POST Advanced Certification: 8% to base pay
- Associates degree: 5% to base pay
- Bachelor's degree: 7% to base pay
- Master's degree: 9% increase to base pay

Qualifying unit members shall receive both the POST Certification and Educational differentials. There shall be no stacking of POST Certification Differential pay, and no stacking of Educational Differential pay.

ARTICLE IX - HOURS

Section 3--Work Schedules for Sworn Unit Members

- B. School Police Officers shall be scheduled on a regular roster for a fiscal year and be posted at least four (4) weeks in advance. School Police Officers assigned as a School Resource Officer (SRO) may be scheduled on a regular roster for two (2) fiscal years. Unit members may request, in writing to the Chief of School Police or designee, a change in shift in the event of an unforeseen emergency or personal need.
- C. Emergency situations, including, but not limited to, absence of school police and security personnel, special security needs of the District, and periods of campus or community unrest threatening the safety of students, staff members, or property of the School District, shall be cause to change the posted schedule. Such changes shall be communicated to the affected Unit member(s) as soon as the need for such change is known.
- D. Shift assignment is defined as School Resource Officer (SRO), patrol days or patrol nights. Different days off on a specific shift assignment are not considered a different shift assignment for the purpose of bypassing the four (4) year rotation. Unit members shall be allowed to select their shift assignments based upon seniority within the department.
 - a. Unit members selecting the School Resource Officer (SRO) shift assignment shall:
 - i. Select their specific campus; and
 - ii. Select by seniority from fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) prior to the District assigning new hires.
 - b. At the time of scheduled bidding, the District may use up to fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) for assigning new hires.
 - c. In the event that an odd number of schools are assigned School Resource Officers (SROs), the District and the SBSPOA shall alternate the selection of the additional school. The first scheduled bidding with an odd number of schools assigned School Resource Officers (SROs) will be designated to the SBSPOA.

Section 8--Compensatory Time.

In lieu of overtime pay, the District may offer the unit member compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed two hundred (200) hours. Compensatory time shall be used within eighteen (18) months of the date it was earned. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District.

ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES

Section 1--General.

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

The District and SBSPOA agree to use current Classified Employee Process and Evaluation forms as established by the District.

Section 2--Evaluator.

The District shall determine the evaluator who shall be the management employee having direct supervision of the work of the unit member.

Section 8--Unacceptable Performance.

Unit members who receive an overall "Needs Improvement" and/or "Unacceptable Performance" rating(s) shall receive an "Improvement Plan" that will include:

- a) Specific deficiencies;
- b) Performance expectations; and
- c) Date by which deficiencies in performance must be corrected.

An overall Performance Rating of "Needs Improvement" or "Unsatisfactory" on Annual Performance Evaluation will require a follow up meeting on the Professional Development Plan within six (6) months.

ARTICLE XIII - LEAVES

Section 13--Quarantine.

A unit member shall be paid his/her regular salary for any period during which his/her place of employment is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the unit member is ready, willing, and able to perform his/her customary or other reasonable and suitable duties.

If a unit member is unable to work for any of the following reasons:

- If a unit member is subject to a federal, state, or local quarantine or isolation order;
- The unit member is advised by a health care provide to self-quarantine or self-isolate due to health concerns; or
- The unit member is required by the District to isolate or quarantine due to concerns related to potential exposure.

The District will provide paid sick leave as follows:

1. If a unit member is asked to report to work, is exposed at work to an infectious disease, and is placed in isolation and/or asked to quarantine by the District, the employee will be provided leave not drawn from any existing leave banks. In the event that an employee contracts the disease, due to a work exposure, Workers Compensation procedures will be adhered to.
2. When a unit member is not permitted to physically report to work or work remotely due to contracted contagious disease outside the worksite, and is determined by a health care provider (with corresponding doctors note) to isolate or quarantine at home, the employee shall use unit member's available leaves as per Article XIII of the CBA.

ARTICLE XIV – REIMBURSEMENT, EXPENSES & MATERIALS

Section 1--Uniforms/Equipment

The District requires School Police to wear distinctive uniforms. The initial set of uniforms, as required by the District, shall be purchased by the District. The District shall provide for needed repair and replacement of uniform items. The District will use an authorized vendor for officers to electronically order uniforms that need repair or replacement. Only approved items shall be purchased through the authorized vendor electronic order. SBSPOA members shall request supervisors' authorization before ordering any item not on the approved list. The District Police Department will receive the purchased items not on the approved list and set them as check out items. Procedures for ordering will be on file at the School Police department.

A. The District shall be the sole judge of whether a uniform item is in need of repair or replacement. The unit member is responsible for the reasonable use, maintenance, and care of District uniform/equipment items. The District shall provide each unit member with the following:

- 2 (two) Patrol Bags- duty bags
- 4 (four) Short Sleeve Shirts- (Blue)
- 1 (one) Long Sleeve Shirts- (Blue)
- 5 (five) Trouser- (Blue)
- 1 (one) Jacket- (Black)
- 1 (one) Raincoat
- 1 (one) Sam Brown Belt- Nylon or Leather
- 4 (four) Keepers
- 1 (one) Trouser Belt
- 1 (one) Gun Holster
- 1 (one) Ammo Case- Double Pouch
- 2 (two) Standard Handcuffs
- 2 (two) Handcuff Case
- 1 (one) Tear Gas Case Holder with cover (small)
- 1 (one) Flashlight holder with cover
- 1 (one) Rechargeable Flashlight

- 1 (one) Radio Holder
- 1 (one) Baton 26"
- 1 (one) Baton Holder
- 1 (one) Body armor active shooter response plate carrier with 2 rifle plates (Minimum of Level IV rifle plates)
- Exchange/replace every (5) years Ballistic Vest (Black, Minimum of Level II)
- As needed Black Tie
- 1 (one) Name Tag (Silver with Black letters)
- 1 Firearm
- 3 (three) magazines for assigned weapons

Add the following equipment to section A:

- Tourniquet
- Glove pouch
- Protective cover for Cite book
- Posse box
- Seat Organizer
- Handcuff key
- Pocket light
- Hat with police insignia
- Radio earpiece
- Mourning bands
- Badge post
- Eye protection (for range)
- Ear protection (for range)

One-time Stipend:

Taking into consideration the efforts of the SBSPOA members during the Covid-19 pandemic, the District will provide a one-time stipend of \$3,000.00 for bargaining unit members who regularly reported to their corresponding shift between March 13, 2020 and June 30, 2020.

This MOU is subject to the ratification process followed by the District and SBSPOA.

The effective date of this Successor Negotiations Tentative Agreement is February 4, 2022.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT And
SAN BERNARDINO SCHOOL POLICE OFFICERS ASSOCIATION
Tentatively agreed upon this 4th day of February 2022
In San Bernardino California

For the District:

For SBSPOA:



Marcus Funchess, Ed. D
Assistant Superintendent
Human Resources



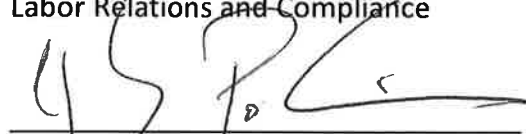
Daniel Martinez
SBSPOA President



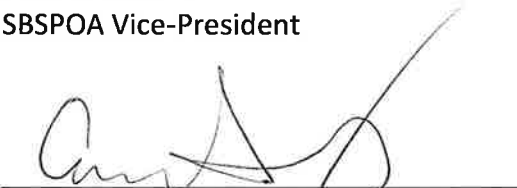
Luis Chavez-Andere
Director
Labor Relations and Compliance



Garrett Riddall
SBSPOA Vice-President



Joseph Paulino
Chief
SBCUSD School Police



Eduardo Sanchez
SBSPOA Negotiations Team Member



Stephen Donahue
Assistant Chief
SBCUSD School Police



Tiffany Moran
Labor Relations Representative



Mike Medina
Affirmative Action Officer